EXHIBIT A

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Attorneys for Kingate Global Fund Ltd. and Kingate Euro Fund Ltd.

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

SECURITIES INVESTOR PROTECTION CORPORATION,	NO. 08-01789 (SMB)
PLAINTIFF-APPLICANT, V.	SIPA LIQUIDATION
BERNARD L. MADOFF INVESTMENT SECURITIES LLC,	(SUBSTANTIVELY CONSOLIDATED)
DEFENDANT.	
IN RE:	
BERNARD L. MADOFF,	
DEBTOR.	
IRVING H. PICARD, Trustee for the Liquidation of Bernard L. Madoff Investment Securities LLC	
PLAINTIFF	
v.	Adv. Pro. No. 12-01920 (SMB)
KINGATE GLOBAL FUND, LTD., by its Liquidators, and KINGATE EURO FUND, LTD., by its Liquidators.	
DEFENDANTS.	

DECLARATION OF ROBERT S. LOIGMAN IN SUPPORT OF OPPOSITION OF KINGATE GLOBAL FUND, LTD. AND KINGATE EURO FUND, LTD. TO TRUSTEE'S APPLICATION FOR ENFORCEMENT OF AUTOMATIC STAY AND INJUNCTION¹

¹ Capitalized terms not defined herein shall take the meaning ascribed to them in *The Opposition* of Kingate Global Fund, Ltd. and Kingate Euro Fund, Ltd. to Trustee's Application for Enforcement of Automatic Stay and Injunction, which is being filed contemporaneously herewith.

- I, Robert S. Loigman, hereby declare:
- 1. I am a member of the bar of the State of New York and a partner with Quinn Emanuel Urquhart & Sullivan, LLP, attorneys for the defendants, Kingate Global Fund, Ltd. ("Kingate Global") and Kingate Euro Fund, Ltd. ("Kingate Euro" and together with Kingate Global, the "Kingate Funds").
- 2. This declaration is submitted to provide the Court with certain evidentiary materials and a chronology of facts in support of the *Opposition of Kingate Global Fund*, *Ltd. and Kingate Euro Fund*, *Ltd. to Trustee's Application for Enforcement of Automatic Stay and Injunction*. Unless otherwise indicated, I make this declaration of personal knowledge.

Chronology of Facts

The Kingate Funds' Liquidation

3. On June 4, 2009, as a result of the massive losses² related to the collapse of Bernard L. Madoff Investment Securities LLC ("BLMIS"), the Kingate Funds became subject to a formal liquidation order and are now engaged in a permanent liquidation process under the direction of the High Court of Justice of the British Virgin Islands.

The Kingate Funds' Relationship With—and Subsequent Suit Against—the Bermuda Defendants

4. Kingate Management Limited ("Kingate Management"), with the assistance of FIM Limited or FIM Advisors (together "FIM"), managed (1) Kingate Global from 1995 until its liquidation on June 4, 2009, and (2) Kingate Euro from 2000 until its liquidation on June 4, 2009. The management relationship between each of the Kingate Funds, on the one hand, and Kingate Management and FIM, on the other hand, is documented by contracts that were executed by and between the Kingate Funds and the managers. Neither BLMIS nor Irving Picard, the

² As a result of BLMIS's collapse, the Kingate Funds lost approximately \$800 million, when measured using the net equity method employed by the Trustee.

SIPA Trustee (the "Trustee") appointed to oversee the liquidation of BLMIS, was a party to, or third party beneficiary of, these agreements.

- 5. I understand that FIM was created and operated by Carlo Grosso and Federico Ceretti, who, through a series of trusts, were the ultimate owners of Kingate Management.
- 6. On December 22, 2010, the Kingate Funds filed suit in Bermuda against the Bermuda Defendants, asserting claims against the Bermuda Defendants for unjust enrichment arising from the Bermuda Defendants' receipt of unearned management fees, and for damages for breach of contract and negligence flowing from duties owed directly to the Kingate Funds.

The Trustee Has Long Been Aware of the Kingate Funds' Claims in Bermuda

- 7. Following the December 2008 collapse of BLMIS and the subsequent appointment of the Trustee, the Trustee filed suit against the Kingate Funds.³ The Kingate Funds have engaged in settlement discussions with the Trustee at various points in time since the Trustee filed his initial complaint against the Kingate Funds. Throughout these discussions, the Kingate Funds have discussed the Bermuda Action claims with the Trustee. For example:
 - (a) On December 15, 2009, counsel for the Joint Liquidators spoke with Frederick Chockley and Marc Hirschfield, counsel to the Trustee, to explain that Kingate Management and FIM were primary targets for potential claims by the Kingate Funds.
 - (b) On February 25, 2010, counsel for the Joint Liquidators sent to Messrs. Chockley and Hirschfield discovery demands they had served upon Kingate Management and FIM. Additional discovery demands were similarly provided to the Trustee's counsel on March 12, 2010.

³ The Trustee has since amended his complaint three times, filing the Third Amended Complaint in May 2011. Based on communications with the Trustee, it is expected that the Trustee will propose an additional amendment to his complaint in February 2014.

- (c) On April 28, 2010, the Trustee's counsel provided questions to the Joint Liquidators to ask Messrs. Grosso and Ceretti in formal interviews. When doing so, the Trustee noted his common interest in the Kingate Funds' claims.
- (d) The Trustee's counsel spoke directly with counsel to the Joint Liquidators to discuss the claims less than a week after the Bermuda Action was filed in December 2010.
- (e) In August 2011, the Joint Liquidators provided a complete copy of the complaint in the Bermuda Action to the Trustee.
- 8. Since the beginning of the parties' settlement discussions, now several years ago, the parties repeatedly have discussed the Kingate Funds' claims in Bermuda, including the specific claims asserted and the specific defendants.
- 9. On July 15, 2010, counsel for the Joint Liquidators sent to the Trustee's counsel a preliminary tracing analysis demonstrating that the substantial majority of money paid by the Kingate Funds to Kingate Management never flowed through BLMIS. On November 12, 2010, counsel for the Joint Liquidators provided the Trustee with a more detailed analysis (subject to further revision, if required), again demonstrating that most payments to Kingate Management did not involve monies withdrawn from BLMIS. In January 2012, the trust defendants in the Bermuda Action separately provided the Trustee with yet another, much more detailed analysis demonstrating that the substantial majority of the money used to pay Kingate Management's fees was never held by BLMIS.
- 10. In January 2012, long after both the Kingate Funds and the Trustee had commenced claims against the Bermuda Defendants, the Joint Liquidators and the Trustee entered into a common interest agreement with respect to certain actions relating to Kingate

Management in Bermuda. The agreement arose because each of the Trustee and the Kingate Funds were pursuing claims against some of the same defendants in Bermuda. The agreement expired after several months.

11. Despite the Trustee's long-standing knowledge of both the claims and sources of Kingate Management Limited's funds, on October 15, 2012, the Trustee sent a letter to counsel for the Kingate Funds asserting that the automatic stay precluded the Kingate Funds from continued prosecution of the Bermuda Action. The Trustee's counsel demanded a response by 4 p.m. the following day, but upon the request of counsel for the Joint Liquidators, extended the response time to Thursday, October 18, 2012. Counsel for the Joint Liquidators sent the Trustee a response to his letter, but did not receive a response. On Monday, October 22, 2012, the Trustee commenced this adversary proceeding.

Exhibits

- 12. Attached as Exhibit A is a true and correct copy of the Third Amended Complaint filed in May 2011 by Irving Picard, Trustee for the liquidation of Bernard L. Madoff Investment Securities, LLC, against the Kingate Funds, *et al.*
- 13. Attached as Exhibit B is a true and correct copy of the Manager's Agreement between Kingate Global and Kingate Management dated March 1, 1995.
- 14. Attached as Exhibit C is a true and correct copy of the Consulting Agreement between Kingate Global, Kingate Management, and FIM Limited dated December 1, 1995.
- 15. Attached as Exhibit D is a true and correct copy of the Deed of Novation between Kingate Management, FIM Limited, and FIM Advisors respecting obligations related to Kingate Global dated July 29, 2005.
- 16. Attached as Exhibit E is a true and correct copy of the Manager's Agreement between Kingate Euro and Kingate Management dated May 1, 2000.

- 17. Attached as Exhibit F is a true and correct copy of the Consulting Agreement between Kingate Euro, Kingate Management, and FIM Limited dated April 23, 2001.
- 18. Attached as Exhibit G is a true and correct copy of the Deed of Novation between Kingate Management, FIM Limited, and FIM Advisors respecting obligations related to Kingate Euro dated July 29, 2005.
- 19. Attached as Exhibit H is a true and correct copy of a February 25, 2010 e-mail from Robert Loigman to Frederick W. Chockley III and Marc E. Hirschfield, attaching letters between counsel for the Joint Liquidators of the Kingate Funds and, *inter alia*, Kingate Management and FIM.
- 20. Attached as Exhibit I is a true and correct copy of a March 12, 2010 email from Robert Dakis to Marc Hirschfield and Frederick Chockley attaching correspondence between counsel to the Joint Liquidators and counsel to Kingate Management and FIM regarding the Kingate Funds' discovery requests.
- 21. Attached as Exhibit J is a true and correct copy of a July 15, 2010 e-mail from Robert S. Loigman to Marc E. Hirschfield and Frederick W. Chockley III, attaching a draft tracing analysis.
- 22. Attached as Exhibit K is a true and correct copy of a November 12, 2010 e-mail from Robert Dakis to Frederick Chockley, *et al.*, attaching the summary pages of the draft tracing analysis (the email attached the entire draft tracing analysis, which backs up the summaries).

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I declare under penalty of perjury under the laws of the State of New York that the foregoing is true and correct.

Executed on February 18, 2014, at New York, New York.

/s/ Robert S. Loigman

Robert S. Loigman

Exhibit A to the First Loigman Declaration, Dated 02/18/2014

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UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

SECURITIES INVESTOR PROTECTION CORPORATION,

Plaintiff-Applicant,

v.

BERNARD L. MADOFF INVESTMENT SECURITIES LLC,

Defendant.

In re:

BERNARD L. MADOFF,

Debtor.

IRVING H. PICARD, Trustee for the Liquidation of Bernard L. Madoff Investment Securities LLC,

Plaintiff,

v.

FEDERICO CERETTI, CARLO GROSSO, KINGATE GLOBAL FUND, LTD., KINGATE EURO FUND, LTD., KINGATE MANAGEMENT No. 08-01789 (BRL)

SIPA LIQUIDATION

(Substantively Consolidated)

Adv. Pro. No. 09-1161 (BRL)

THIRD AMENDED COMPLAINT

LIMITED, FIM ADVISERS LLP, FIM LIMITED, CITI HEDGE FUND SERVICES LIMITED, FIRST PENINSULA INDIVIDUALLY AND AS TRUSTEES OF THE ASHBY TRUST, THE ASHBY TRUST, ASHBY INVESTMENT SERVICES LIMITED INDIVIDUALLY AND AS TRUSTEES OF THE ASHBY TRUST, ALPINE TRUSTEES LIMITED INDIVIDUALLY AND AS TRUSTEES OF THE EL PRELA TRUST, PORT OF HERCULES LTD. INDIVIDUALLY AND AS TRUSTEE OF THE EL PRELA TRUST, EL PRELA TRUST, EL PRELA GROUP HOLDING SERVICES, ASHBY HOLDING SERVICES LIMITED, AND EL PRELA TRADING INVESTMENTS LIMITED AND HSBC BANK BERMUDA LIMITED,

Defendants.

Plaintiff Irving H. Picard (the "Trustee"), as trustee for the liquidation of the business of Bernard L. Madoff Investment Securities LLC ("BLMIS") and the substantively consolidated estate of Bernard L. Madoff ("Madoff"), under the Securities Investor Protection Act, 15 U.S.C. §§ 78aaa, *et seq.* ("SIPA"), by his undersigned counsel, under Rule 15 of the Federal Rules of Civil Procedure for his Third Amended Complaint, states as follows:

I. FEDERICO CERETTI AND CARLO GROSSO FEED BLMIS THROUGH KINGATE

Madoff's Ponzi Scheme

- 1. As is now well-known, Madoff masterminded a Ponzi scheme of breathtaking scale, scope, and duration. For at least two decades before he confessed on December 11, 2008 (the "Filing Date"), Madoff stole approximately \$20 billion from the customers of his fraudulent brokerage BLMIS.
- 2. Madoff did not invest any of the \$20 billion that he stole. Rather, he gave old "investors" some of the money that new "investors" injected into his Ponzi scheme.
 - 3. By the Filing Date, BLMIS fabricated account statements for its nearly 4,900

customer accounts that purported to show approximately \$65 billion invested with BLMIS.

These customer accounts, however, had not accrued any real profits because no investments had ever been made.

- 4. All Ponzi schemes must collapse eventually. The world's supply of money is finite. Madoff, however, sustained his Ponzi scheme for so long with capital from around the globe. Madoff could not and did not accomplish this alone.
- 5. The Trustee has identified a complex web of interconnected people and financial institutions that solicited billions of dollars for BLMIS in Europe, Russia, the Middle East, and elsewhere. Defendants Federico Ceretti ("Ceretti") and Carlo Grosso ("Grosso"), Italian nationals operating from England and reaching into continental Europe, were an important part of Madoff's de facto global sales force.
- 6. Both Ceretti and Grosso had close and long-lasting business and personal relationships with Madoff. Both regularly met with Madoff in New York and elsewhere for over a decade. Moreover, Ceretti and Grosso worked together with the principals of certain other BLMIS "feeder funds" that also fed hundreds of millions into BLMIS.
- 7. Like any sales force that sells only one product, Ceretti and Grosso fought with these other feeder funds over territory and over what they earned off of Madoff's victims.

Ceretti and Grosso

- 8. Ceretti and Grosso established and operated two large feeder funds that together fed approximately \$1.7 billion of other people's money into BLMIS: Defendants Kingate Global Fund, Ltd. ("Kingate Global") beginning in 1994, and its offshoot Kingate Euro Fund, Ltd. ("Kingate Euro") beginning in 2000 (together, the "Kingate Funds"). The Kingate Funds were both 100 percent invested in BLMIS.
 - 9. As alleged fully herein, Ceretti and Grosso shielded the Kingate Funds from

outside scrutiny and, consistent with Madoff's pattern of secrecy, permitted no genuine due diligence.

10. Since their inception, the Kingate Funds redeemed nearly a billion dollars from BLMIS under circumstances that put Ceretti, Grosso, the Kingate Funds (and, as set forth fully herein, certain of the other Defendants) on notice of fraudulent activity at BLMIS. These avoidable transfers to the Kingate Funds are Customer Property that must be returned to the estate.¹

Ceretti and Grosso Work with Tremont to Exploit European Capital

- 11. In the early 1990s, Ceretti and Grosso were introduced to Madoff by Sandra Manzke ("Manzke"), a hedge fund manager then affiliated with Tremont (Bermuda) Limited ("Tremont") and a key player in feeding primarily U.S.-based capital into BLMIS.²
- 12. Ceretti and Grosso sought to establish a BLMIS feeder fund that targeted primarily European investors. With the assistance of Manzke and Tremont, Ceretti and Grosso formed Kingate Global in 1994.
- 13. Around the same time, Ceretti and Grosso created Kingate Management Limited ("Kingate Management") to act as "co-manager" of Kingate Global with Tremont. Manzke also acted as a vice-president of Kingate Global.
- 14. Kingate Management, in fact, had only three employees who, as alleged fully herein, were unclear about the scope of their duties.
 - 15. Neither Kingate Management nor Tremont "managed" anything about the

-4-

¹ Under SIPA § 78*III*, "The term 'customer property' means cash and securities (except customer name securities delivered to the customer) at any time received, acquired, or held by or for the account from a debtor from or for the securities accounts of a customer, and the proceeds of any such property transferred by the debtor, including property unlawfully converted."

² The Trustee has filed a separate action in this Court against Manzke and Tremont in adversary proceeding No. 10-5310.

Kingate Funds.

- 16. Rather, Kingate Management and Tremont began taking fees for feeding hundreds of millions of dollars of other people's money into BLMIS through the Kingate Funds.
- 17. Initially, Ceretti and Grosso received a fee of 1 percent of the assets that they introduced to the Kingate Funds. Tremont would receive a 0.5 percent fee on these same assets. Reciprocally, if Tremont introduced the assets to the Kingate Funds, it would receive the 1 percent fee and Kingate Management would receive the 0.5 percent fee. This lucrative arrangement lasted in several configurations for over a decade until the day Madoff confessed, although Tremont's role diminished over time.

Ceretti and Grosso Contrive to Insulate BLMIS and the Kingate Funds from Scrutiny

- 18. Ceretti and Grosso enriched themselves on the back of the Kingate Funds' investors through Kingate Management and their other companies, Defendants FIM Limited and its affiliate FIM Advisers LLP ("FIM Advisers" and together "FIM").
- 19. Kingate Management and FIM (together, the "Management Defendants"), owned (directly or beneficially) and controlled by Ceretti and Grosso, purported to "advise," "consult," and "manage" the Kingate Funds and received millions of dollars in management and consulting fees simply for feeding money into BLMIS.
- 20. The Management Defendants further purported to conduct "due diligence" on the Kingate Funds, but no genuine due diligence took place. Moreover, Ceretti and Grosso took active measures to prevent any due diligence on BLMIS and the Kingate Funds. Ceretti and Grosso repeatedly and staunchly suppressed the concerns of investors (and even FIM employees) regarding the lack of transparency of the Kingate Funds and BLMIS. Ceretti and Grosso expressly directed that no such diligence be performed.
 - 21. The Management Defendants collected hundreds of millions of dollars in fees

from investors in the Kingate Funds who were, of course, 100 percent invested in BLMIS. Most of this money went to Ceretti and Grosso personally.

Citi Hedge Fails to Properly Examine BLMIS and the Kingate Funds

- 22. Citi Hedge Fund Services Limited ("Citi Hedge") acted as the administrator for the Kingate Funds. Despite its commitment to do so, Citi Hedge failed to independently verify the pricing information provided by Madoff. Rather, it relied solely on information provided by Madoff to calculate and disseminate the Kingate Funds' Net Asset Value ("NAV").
- 23. Ceretti and Grosso, the Management Defendants, and Citi Hedge did not perform any meaningful, substantive, or reasonable due diligence on the Kingate Funds or BLMIS's operations, its returns, or the basis for its consistency. As alleged fully herein, Ceretti, Grosso, and the Management Defendants knowingly and purposely ignored countless red flags of fraudulent activity at BLMIS.
- 24. Ceretti, Grosso, the Management Defendants, and Citi Hedge consistently disregarded the red flags raised by the BLMIS account statements, trade confirmations, market activity, and external and internal sources that indicated BLMIS's fraudulent activity. In fact, many of the account statements and trade confirmations reviewed by Ceretti, Grosso, the Management Defendants, and Citi Hedge reflected trades that were facially impossible.
- 25. Every dollar received by Ceretti, Grosso, the Management Defendants, and Citi Hedge is Customer Property and must be returned to the estate for equitable distribution.

Ceretti and Grosso's Shell Companies

26. Ceretti and Grosso also established and controlled a complex network of trusts and shell companies to ensure that Ceretti and Grosso were the ultimate beneficiaries of the monies collected by Kingate Management.

Ceretti's Shell Companies

- 27. Ceretti is the ultimate beneficiary of Defendant El Prela Trust ("El Prela Trust"). Ceretti set up and acted as principal for Defendant El Prela Trading Investments Limited, as Trustee of El Prela Trust ("El Prela Trading"), Defendant Port of Hercules Trustees Ltd., as Trustee of El Prela Trust ("Port of Hercules"), and Defendant Alpine Trustees Limited, as Trustee of El Prela Trust ("Alpine Trustees"). Ceretti also created Defendant El Prela Group Holding Services ("El Prela Group") as the holding company for these Ceretti entities.
- 28. At least \$87 million was transferred from Kingate Management into, and among, bank accounts belonging to these entities since at least 2001. These entities, on behalf of Ceretti and Grosso, also actively bought and sold securities, including self-dealing in shares of Kingate Global.

Grosso's Shell Companies

- 29. Grosso is the ultimate beneficiary of Defendant Ashby Trust ("Ashby Trust").

 Grosso set up and acted as principal for Defendant First Peninsula, as Trustee of the Ashby Trust ("First Peninsula") and Defendant Ashby Investments, as Trustee of the Ashby Trust ("Ashby Investments"). Grosso also created Defendant Ashby Holding Services Limited ("Ashby Holding") as the holding company for these Grosso entities.
- 30. At least \$87 million was transferred from Kingate Management into, and among, bank accounts belonging to these entities since at least 2001. These entities, on behalf of Ceretti and Grosso, also actively bought and sold securities.
- 31. Together, the Ashby Trust, First Peninsula, Ashby Investments, Alpine Trustees, Port of Hercules, El Prela Trading, El Prela Trust, El Prela Group, and Ashby Holding shall be referred to as the "Ceretti and Grosso Shell Company Defendants."
 - 32. An organizational chart depicting the network of entities and shell companies

Ceretti and Grosso used to funnel funds from BLMIS to themselves is attached hereto as Exhibit C.

II. NATURE OF PROCEEDING

- 33. BLMIS made avoidable and recoverable initial transfers to, or for the benefit of, the Kingate Funds in the amount of at least \$975,541,729. A number of defendants received subsequent transfers in the form of fees, which are recoverable subsequent transfers. This action is brought to recover these avoidable transfers so that this Customer Property can be equitably distributed by the Trustee in accordance with his statutory authority.
- 34. The Trustee brings this adversary proceeding under the statutory authority afforded to him by SIPA §§ 78fff(b), 78fff-1(a), and 78fff-2(c)(3), sections 105(a), 502(d), 510(c), 544, 547, 548(a), 550(a), and 551 of Title 11, United States Code (the "Bankruptcy Code"), the New York Fraudulent Conveyance Act (N.Y. Debt. & Cred. § 270, et seq. (McKinney 2001)) ("DCL"), NY C.P.L.R. § § 203(g) and 213(8), and other applicable law, for avoidance and recovery of preferential transfers and fraudulent transfers, recovery of subsequent transfers, disallowance of customer claims, equitable subordination, unjust enrichment, conversion, and money had and received.

III. JURISDICTION AND VENUE

35. This is an adversary proceeding commenced before the same Court before which the main underlying SIPA Proceeding, No. 08-01789 (BRL) (the "SIPA Proceeding"), is pending. The SIPA Proceeding was originally brought in the United States District Court for the Southern District of New York as Securities Exchange Commission v. Bernard L. Madoff Investment Securities LLC, et al., No. 08-CV-10791 (the "District Court Proceeding") and has been referred to this Court. This Court has jurisdiction over this adversary proceeding under 28 U.S.C. § 1334(b) and 15 U.S.C. § 78eee(b)(2)(A), (b)(4).

- 36. This is a core proceeding under 28 U.S.C. § 157(b)(2)(A), (F), (H) and (O).
- 37. Venue in this district is proper under 28 U.S.C. § 1409.

IV. BACKGROUND

- 38. On the Filing Date, Madoff was arrested by federal agents for violation of the criminal securities laws, including, <u>inter alia</u>, securities fraud, investment adviser fraud, and mail and wire fraud. Contemporaneously, the Securities and Exchange Commission ("SEC") commenced a District Court Proceeding against Madoff and BLMIS. The SEC complaint alleges that Madoff and BLMIS engaged in fraud through the investment adviser activities of BLMIS. The District Court Proceeding remains pending.
- 39. On December 12, 2008 The Honorable Louis L. Stanton of the District Court entered an order appointing Lee S. Richards, Esq. (the "Receiver") as receiver for the assets of BLMIS.
- 40. On December 15, 2008 under section 78eee(a)(4)(A), the SEC consented to a combination of its own action with an application of SIPC. Thereafter, under section 78eee(a)(4)(B) of SIPA, SIPC filed an application in the District Court alleging, inter alia, that BLMIS was not able to meet its obligations to securities customers as they came due and, accordingly, its customers needed the protections afforded by SIPA.
- 41. Also on December 15, 2008 Judge Stanton granted the SIPC application and entered an order under SIPA (known as the "Protective Decree"), which, in pertinent part:
 - a. appointed the Trustee for the liquidation of the business of BLMIS under SIPA section 78eee(b)(3);
 - b. appointed Baker & Hostetler LLP as counsel to the Trustee under SIPA section 78eee(b)(3); and
 - c. removed the case to this Bankruptcy Court under section 78eee(b)(4) of SIPA.

By this protective Decree, the Receiver was removed as Receiver for BLMIS.

- 42. By orders dated December 23, 2008 and February 4, 2009, respectively, the Bankruptcy Court approved the Trustee's bond and found the Trustee was a disinterested person. Accordingly, the Trustee is duly qualified to serve and act on behalf of the estate of BLMIS.
- 43. At a plea hearing (the "Plea Hearing") on March 12, 2009 in the case captioned United States v. Madoff, Case No. 09-CR-213 (DC) (S.D.N.Y. March 12, 2009) (Docket No. 50), Madoff pleaded guilty to an eleven-count criminal information filed against him by the United States Attorney's Office for the Southern District of New York. At the Plea Hearing, Madoff admitted that he "operated a Ponzi scheme through the investment advisery side of [BLMIS]." Id. at 23. Additionally, Madoff admitted "[a]s I engaged in my fraud, I knew what I was doing [was] wrong, indeed criminal." Id. On June 29, 2009 Madoff was sentenced to 150 years in prison.
- 44. On August 11, 2009 a former BLMIS employee, Frank DiPascali, pled guilty to participating in and conspiring to perpetuate the Ponzi scheme. At a plea hearing on August 11, 2009 in the case entitled <u>United States v. DiPascali</u>, Case No. 09-CR-764 (RJS) (S.D.N.Y. Aug. 11, 2009), DiPascali pleaded guilty to a ten-count criminal information. Among other things, DiPascali admitted that the Ponzi scheme had been ongoing at BLMIS since at least the 1980s. Id. at 46.

V. THE TRUSTEE'S POWER AND STANDING

45. As Trustee appointed under SIPA, the Trustee is charged with recovering and paying out Customer Property to BLMIS customers, assessing claims, and liquidating any other assets of BLMIS for the benefit of the estate and its creditors. The Trustee is in the process of marshalling BLMIS's assets, and this liquidation is well underway. However, the estate's present assets will not be sufficient to reimburse BLMIS customers for the billions of dollars they invested with BLMIS over the years. Consequently, the Trustee must use his broad

authority under SIPA and the Bankruptcy Code to pursue recovery from customers who received preferences and fraudulent transfers to the detriment of other defrauded customers whose money was consumed by the Ponzi scheme. Absent this and other recovery actions, the Trustee will be unable to satisfy the claims described in subparagraphs (A) through (D) of SIPA section 78fff-2(c)(1).

- 46. Under SIPA section 78fff-1(a), the Trustee has the general powers of a bankruptcy trustee in a case under the Bankruptcy Code, in addition to the powers granted by SIPA under section 78fff-1(b). Chapters 1, 3, 5 and subchapters I and II of chapter 7 of the Bankruptcy Code apply to this case to the extent consistent with SIPA.
- 47. Under SIPA sections 78fff(b) and 78lll(7)(B), the Filing Date is deemed to be the date of the filing of the petition within the meaning of section 548 of the Bankruptcy Code and the date of commencement of the case within the meaning of section 544 of the Bankruptcy Code.
- 48. The Trustee has standing to bring these claims under section 78fff-1(a) of SIPA and the Bankruptcy Code, including sections 323(b), 544 and 704(a)(1), because, among other reasons:
 - a. the Defendants received Customer Property;
 - b. BLMIS incurred losses as a result of the claims set forth herein;
 - c. BLMIS customers were injured as a result of the conduct detailed herein;
 - d. SIPC has not reimbursed, and statutorily cannot fully reimburse, all customers for their losses;
 - e. the Trustee will not be able to fully satisfy all claims;
 - f. the Trustee, as bailee of Customer Property, can sue on behalf of the customer-bailors;
 - g. the Trustee is the assignee of claims paid, and to be paid, to customers of

BLMIS who have filed claim in the liquidation proceeding (such claim-filing customers, collectively, "Accountholders"). As of this date, the Trustee has received multiple, express unconditional assignments of applicable Accountholders' causes of action, which actions could have been asserted against Defendants. As assignee, the Trustee stands in the shoes of persons who have suffered injury in fact and a distinct loss for which the Trustee is entitled to reimbursement in the form of monetary damages; the Trustee brings this action on behalf of, among others, those defrauded customers of BLMIS who invested more money in BLMIS than they withdrew;

- h. SIPC is the subrogee of claims paid, and to be paid, to customers of BLMIS who filed claims in the liquidation proceeding. SIPC has expressly conferred upon the Trustee enforcement of its rights of subrogation with respect to payments it has made and is making to customers of BLMIS from SIPC funds; and
- i. the Trustee has the power and authority to avoid and recover transfers under §§ 544, 547, 548, 550(a), and 551 of the Bankruptcy Code and SIPA §§ 78fff-1(a) and 78fff-2(c)(3).

VI. DEFENDANTS

- A. The Masterminds
- 49. <u>Federico Ceretti:</u> Ceretti is a resident of the United Kingdom and maintains an address at 37 Queens Gate Gardens, London, SW7 5RR, United Kingdom.
- 50. <u>Carlo Grosso:</u> Grosso is a resident of the United Kingdom and maintains an address at 22 Cathcart Road, London SW10 9NN, United Kingdom.
 - 51. Grosso founded FIM Limited in 1981 and remains its Executive Chairman.
- 52. Ceretti and Grosso established the Kingate Funds in 1994 and 2000 and created Kingate Management in 1994.
- 53. Ceretti and Grosso co-founded FIM Advisers in 2004. Grosso is acting Executive Chairman and Chief Investment Officer while Ceretti holds the position of Chief Executive Officer.
- 54. Ceretti and Grosso have operating authority over Kingate Management, and FIM's business operations, and had operating authority over the Kingate Funds, including the

Kingate Funds' investments with BLMIS in New York.

- 55. On information and belief, Ceretti and Grosso controlled and dominated all aspects of the Kingate Funds' business operations and Kingate Management and FIM, including the transfer of millions of dollars in fees collected by Kingate Management for "managing" the Kingate Funds to Ceretti and Grosso's Shell Company Defendants, ultimately for their own benefit.
- 56. Ceretti and Gross communicated regularly with persons in New York regarding BLMIS.
 - B. The BLMIS Feeder Funds
- 57. **Kingate Global:** Kingate Global is an international business company organized under the laws of the British Virgin Islands with a registered address at Bison Court, P.O. Box 3460, Road Town, Tortola, British Virgin Islands.
- 58. Ceretti and Grosso commenced Kingate Global operations in 1994 and shares in Kingate Global were first sold on March 1, 1995. Since its inception, all or substantially all of Kingate Global's assets were invested through BLMIS.
- 59. According to BLMIS's records, Kingate Global maintained an account with BLMIS designated 1FN061 (the "Kingate Global Account"). The Kingate Global Account was opened on or about March 2, 1994 when a Customer Agreement, an Option Agreement, and a Trading Authorization Limited to Purchases and Sales of Securities and Options (the "Kingate Global Account Opening Documents") were executed and delivered to BLMIS at its headquarters at 885 Third Avenue, New York, New York. This account was still open when Madoff was arrested on December 11, 2008.
- 60. Kingate Global used New York banks to transfer funds into BLMIS, transferring investor funds to, as well as receiving monies and receipts from, the BLMIS account at

JPMorgan Chase & Co., Account #xxxxxxxxxxx703 ("the 703 Account").

- 61. **Kingate Euro:** Defendant Kingate Euro is an international business company organized under the laws of the British Virgin Islands with a registered address at Bison Court, P.O. Box 3460, Road Town, Tortola, British Virgin Islands.
- designated 1FN086 (the "Kingate Euro Account"). The account that came to be known as the Kingate Euro Account was opened originally on or about January 4, 1996 for a sub-fund of Kingate Global created to handle investments that were made in Deutsche Marks. In May 2000, that sub-fund became a separate legal entity, Kingate Euro, which handled investments denominated in Euros and assumed the rights to the old sub-fund's account at BLMIS. A Customer Agreement, an Option Agreement, and a Trading Authorization Limited to Purchases and Sales of Securities and Options (the "Kingate Euro Account Opening Documents") were executed and delivered on behalf of Kingate Euro to BLMIS at its headquarters at 885 Third Avenue, New York, New York.
- 63. Kingate Euro used New York banks to transfer funds into BLMIS, transferring investor funds to, as well as receiving monies and receipts from, the 703 Account.
- 64. The Kingate Funds are currently in liquidation. On June 4, 2009 the Eastern Caribbean Supreme Court in the High Court of Justice of the Virgin Islands appointed Joint Liquidators of the Kingate Funds. On October 5, 2009 the Supreme Court of Bermuda appointed the same Joint Liquidators. The Joint Liquidators have filed several actions in Bermuda, including an action against HSBC Bank Bermuda Limited f/k/a Bank Bermuda Limited ("Bank Bermuda") seeking the release of the proceeds of the transfers at issue in this action which are held in the Kingate Funds' accounts.

- C. The Management Defendants
- 65. **Kingate Management**: Defendant Kingate Management is a corporation organized, controlled, and beneficially owned by Ceretti and Grosso under the laws of Bermuda on February 24, 1994 with a registered address at 2 Reid Street, Hamilton HM11, Bermuda.
- 66. Kingate Management's purported purpose was to manage the Kingate Funds. Its duties included selecting the Kingate Funds' sole investment adviser (BLMIS) and arranging accounting and administrative services for the Kingate Funds.
- 67. As manager of the Kingate Funds, Kingate Management directed that the Kingate Funds transact and conduct business in New York, by inter alia, investing all of the assets of the Kingate Funds through BLMIS in New York.
- 68. **FIM Limited**: FIM Limited is an asset management company incorporated by Grosso under the laws of the United Kingdom with a registered address at Buchanan House, 1st Floor, 3 St. James's Square, London, SW1Y4JU, United Kingdom. Ceretti and Grosso control and beneficially own FIM Limited.
- 69. FIM Limited provided consultancy services to Kingate Management from 1995 until 2005, when Ceretti and Grosso created FIM Advisers, an affiliate which assumed the contract for consultancy services for Kingate Management. Kingate Management paid fees to FIM Limited at its account with Brown Brothers Harriman & Co. in New York, New York.
- 70. **FIM Advisers**: FIM Advisers is a limited liability partnership formed, controlled, and beneficially owned by Ceretti and Grosso under the laws of the United Kingdom with a registered address at 20 St. James Square, London, SW1A 1ES, United Kingdom.
- 71. FIM Advisers entered into a contract with Kingate Management on August 1, 2005 whereby FIM Advisers would render consulting advice and services for the Kingate Funds.
 - 72. FIM Advisers and its New York affiliate, FIM (USA), Inc. ("FIM (USA)"),

actively marketed FIM Advisers' services in the United States. FIM (USA) also performed research functions in New York on behalf and under the direction of FIM Advisers, FIM Limited, Kingate Management, and Ceretti and Grosso.

D. The Administrator

- 73. <u>Citi Hedge</u>: Citi Hedge, formerly known as BISYS Hedge Fund Services

 Limited and previously known as Hemisphere Management Limited ("Hemisphere"), is
 incorporated under the laws of Bermuda with a registered address at 9 Church Street, PO Box

 HM 951, Hamilton HM11, Bermuda.
- 74. Citi Hedge is an affiliate of Citigroup, Inc. and Citi Hedge Fund Services, Inc., a Delaware corporation registered to do business in New York with a registered address at 3435 Stelzer Road, Columbus, OH 43219. The Kingate Funds paid Citi Hedge via accounts at J.P. Morgan Chase in New York.

E. The Ceretti and Grosso Shell Companies

- 75. Ceretti and Grosso moved hundreds of millions of dollars in fraudulent transfers from the Kingate Funds through Kingate Management to shell companies that they owned and controlled.
- 76. The Ceretti and Grosso Shell Company Defendants routinely received funds originating from New York and derived substantial revenue from the receipt of these funds.
- Ashby Holding: Ashby Holding is a limited liability company organized under the laws of the British Virgin Islands with a registered address at Palm Grove House, P.O. Box 3186, Road Town, Tortola, British Virgin Islands and its registered agent is Moore Stephens International Services (BVI) Limited. It also has an administrative office located at c/o Moore Stephens Services SAM, L'Estoril, Bloc C, 31 Avenue Princess Grace, MC 38000 Monaco. Ashby Holding received tens of millions of dollars in fraudulent transfers from Kingate

Management from April to December 2008. At all material times, Ashby Holding was the owner of 50 percent of the issued share capital in Kingate Management.

- 78. **First Peninsula**: First Peninsula is a limited liability company incorporated under the laws of Liberia with a registered address of 80 Broad Street, Monrovia, Liberia. First Peninsula received tens of millions of dollars in fraudulent transfers from Kingate Management from 2001 to 2008. First Peninsula was a registered holder of the issued share capital in Ashby Holding, which it held in trust for the beneficiaries of the Ashby Trust, including Grosso.
- 79. Ashby Investment: Ashby Investment is a limited liability company incorporated under the laws of the British Virgin Islands with a registered address at Palm Grove House, P.O. Box 3186, Road Town, Tortola, British Virgin Islands and its registered agent is Moore Stephens International Services (BVI) Limited. It also has an administrative office located at c/o Moore Stephens Services SAM, L'Estoril, Bloc C, 31 Avenue Princess Grace, MC 38000 Monaco. Ashby Investment received millions of dollars in fraudulent transfers from Kingate Management in 2008. Ashby Investment was a registered holder of the issued share capital in Ashby Holding, which it held in trust for the beneficiaries of the Ashby Trust, including Grosso.
- 80. Ashby Trust: On information and belief, Ashby Trust is a trust company formed in either Tortola, British Virgin Islands or Monrovia, Liberia and hundreds of millions of dollars in fraudulent transfers were funneled from Kingate Management through certain of the Ceretti and Grosso Shell Company Defendants and into the Ashby Trust for its beneficiaries, including Grosso.
- 81. **El Prela Group**: El Prela Group is a limited liability company incorporated under the laws of the British Virgin Islands with a registered address at Palm Grove House, P.O. Box 3186, Road Town, Tortola, British Virgin Islands and its registered agent is Moore Stephens

International Services (BVI) Limited. It also has an administrative office located at c/o Moore Stephens Services SAM, L'Estoril, Bloc C, 31 Avenue Princess Grace, MC 38000 Monaco. El Prela Group received millions of dollars in fraudulent transfers from Kingate Management from April to December 2008. At all material times, El Prela Group was the owner of 50 percent of the issued share capital in Kingate Management.

- 82. Alpine Trustees: Alpine Trustees is a limited liability company incorporated under the laws of Liberia with a registered address at 80 Broad Street, Monrovia, Liberia.

 Alpine Trustee received tens of millions of dollars in fraudulent transfers from Kingate

 Management from 2001 to 2008. At all material times, Alpine was a registered holder of the issued share capital in El Prela Group.
- 83. **Port of Hercules**: Port of Hercules is a limited liability company incorporated under the laws of the British Virgin Islands with a registered address at Palm Grove House, P.O. Box 3186, Road Town, Tortola, British Virgin Islands and its registered agent is Moore Stephens International Services (BVI) Limited. Port of Hercules received millions of dollars in fraudulent transfers from Kingate Management from 2001 to 2008. At all material times, Port of Hercules was a registered holder of the issued share capital in El Prela Group, which it held in trust for the beneficiaries of El Prela Trust, including Ceretti.
- 84. <u>El Prela Trading</u>: El Prela Trading is a limited liability company organized under the laws of the British Virgin Islands with a registered address located at Palm Grove House, P.O. Box 3186, Road Town, Tortola, British Virgin Islands and its registered agent is Moore Stephens International Services (BVI) Limited. It also has an administrative office located at c/o Moore Stephens Services SAM, L'Estoril, Bloc C, 31 Avenue Princess Grace, MC 38000 Monaco. El Prela Trading received tens of millions of dollars in fraudulent transfers from Kingate Management during 2008. At all material times, El Prela Trading was a registered

holder of the issued share capital in El Prela Group, which it held in trust for the beneficiaries of the El Prela Trust, including Ceretti.

- 85. **El Prela Trust:** On information and belief, El Prela Trust is a trust company formed in either Tortola, British Virgin Islands or Monrovia, Liberia and hundreds of millions of dollars in fraudulent transfers were funneled from Kingate Management through certain of the Ceretti and Grosso Shell Company Defendants and into the El Prela Trust for its beneficiaries, including Ceretti.
- 86. On information and belief, the Ceretti and Grosso Shell Company Defendants transferred funds to New York bank accounts at the request of and for the benefit of Ceretti and Grosso. For example, on or about March 31, 2008, Ashby Holding transferred \$5 million to a bank account in New York at the request of Grosso.

F. The Custodian

- 87. **Bank Bermuda:** Bank Bermuda is a banking institution with a registered address at 9 Bermudiana Road, Compass Point, 5th Floor, Pembroke, Bermuda.
- 88. On March 1, 1994 and May 1, 2000, Kingate Global and Kingate Euro, respectively, entered into Custodian Agreements with Bank Bermuda whereby Bank Bermuda would serve as custodian for the Kingate Funds as the repository for the assets of the Kingate Funds.
- 89. Bank Bermuda used New York banks to transfer funds into BLMIS, transferring investor funds into, and receiving monies and receipts from, the 703 Account.

G. This Court Has Personal Jurisdiction Over All Defendants

90. This Court has personal jurisdiction over all defendants named herein under New York Civil Practice Law Rule 302 and Bankruptcy Rule 7004 because each defendant has intentionally taken full advantage of the rights, benefits and privileges of conducting business

and/or transactions in the State of New York, purposely availed itself of the laws of the State of New York by undertaking significant commercial activities in New York, and by receiving Customer Property to its benefit, derived significant revenue from New York and maintained minimum contacts with New York in connection with the claims alleged herein. Additionally, the defendants have committed tortious acts both within and without New York, causing injury in New York and to customers and creditors of BLMIS, derived substantial revenue from direct or indirect investments with BLMIS and Madoff and expect or should reasonably expect that their conduct would have consequences in New York.

VII. THE PONZI SCHEME

- 91. BLMIS was founded by Madoff in 1959 and, for most of its existence, operated from its principal place of business at 885 Third Avenue, New York, New York. Madoff, as founder, chairman, chief executive officer, and sole owner, operated BLMIS together with several of his friends and family members. BLMIS was registered with the SEC as a securities broker-dealer under Section 15(b) of the Securities Exchange Act of 1934, 15 U.S.C. § 780(b). By virtue of that registration, BLMIS was a member of SIPC. BLMIS had three business units: market making, proprietary trading, and investment advisery (the "IA Business").
- 92. Outwardly, Madoff ascribed the consistent success of the IA Business to the so-called split-strike conversion strategy ("SSC Strategy"). Under that strategy, Madoff purported to invest BLMIS customers' funds in a basket of common stocks within the Standard & Poor's 100 Index ("S&P 100") a collection of the 100 largest publicly traded companies. Madoff claimed that his basket of stocks would mimic the movement of the S&P 100. He also asserted that he would carefully time purchases and sales to maximize value, and BLMIS customers' funds would, intermittently, be out of the equity markets.
 - 93. The second part of the SSC Strategy was the hedge of Madoff's stock purchases

with options contracts. Those option contracts acted as a "collar" to limit both the potential gains and losses on the basket of stocks. Madoff purported to use proceeds from the sale of S&P 100 call options to finance the cost of purchasing S&P 100 put options. Madoff told BLMIS customers that when he exited the market, he would close out all equity and option positions and invest all the resulting cash in United States Treasury bills or in mutual funds holding Treasury bills. Madoff also told customers, including Ceretti and Grosso and certain of the other Defendants named herein, that these "round-trips" into the market would occur between six and ten times each year.

- 94. BLMIS's IA Business customers received fabricated monthly or quarterly statements showing that securities were held in, or had been traded through, their accounts. The securities purchases and sales shown in the account statements never occurred, and the profits reported were entirely fictitious. At the Plea Hearing, Madoff admitted that he never made the investments he promised clients, who believed they were invested with him in the split strike conversion strategy. He further admitted that he never purchased any of the securities he claimed to have purchased for IA Business' customer accounts. In fact, there is no record of BLMIS having cleared a single purchase or sale of securities in connection with the SSC Strategy on any trading platform on which BLMIS reasonably could have traded securities. Instead, investors' funds were principally deposited into the 703 Account.
- 95. Prior to his arrest, Madoff assured clients and regulators that he purchased and sold the put and call options on the over-the-counter ("OTC") market after hours, rather than through any listed exchange. Based on the Trustee's investigation to date, there is no evidence that the IA Business ever entered into any OTC options trades on behalf of IA Business account holders.
 - 96. For all periods relevant hereto, the IA Business was operated as a Ponzi scheme.

The money received from investors was not invested in stocks and options, but rather used to pay withdrawals and to make other avoidable transfers. Madoff also used his customers' investments to enrich himself, his associates, and his family.

- 97. The falsified monthly account statements reported that the accounts of the IA Business customers had made substantial gains, but in reality, due to the siphoning and diversion of new investments to fulfill payment requests or withdrawals from other BLMIS Accountholders, BLMIS did not have the funds to pay investors for those new investments. BLMIS only survived as long as it did by using the stolen principal invested by customers to pay other customers. Almost ten percent of this stolen principal was fed into the Ponzi scheme by Ceretti and Grosso's Kingate Funds.
- 98. It was essential for BLMIS to honor requests for payments in accordance with the falsely inflated account statements, because failure to do so promptly could have resulted in demand, investigation, the filing of a claim, and disclosure of the fraud.
- 99. In an effort to hinder, delay or defraud authorities from detecting the fraud, BLMIS did not register as an investment adviser until August 2006. In or about January 2008, BLMIS filed with the SEC an amended Uniform Application for Investment Adviser Registration. The application represented, inter alia, that BLMIS had 23 customer accounts and assets under management of approximately \$17.1 billion. In fact, in January 2008, BLMIS had approximately 4,900 active client accounts with a purported value of approximately \$65 billion under management.
- 100. Madoff's scheme continued until December 2008 when the requests for withdrawals overwhelmed the flow of new investments and caused the inevitable collapse of the Ponzi scheme.
 - 101. Based upon the Trustee's ongoing investigation, there were more than 8,000

customer accounts at BLMIS over the life of the scheme. In early December 2008, BLMIS generated account statements for its approximately 4,900 open customer accounts. When added together, these statements purportedly showed that BLMIS customers had approximately \$65 billion invested through BLMIS. In reality, BLMIS had assets on hand worth only a fraction of that amount. Customer accounts had not accrued any real profits because virtually no investments were ever made. By the time the Ponzi scheme came to light on December 11, 2008, with Madoff's arrest, investors had already lost approximately \$20 billion in principal.

102. Thus, at all times relevant hereto, the liabilities of BLMIS were billions of dollars greater than its assets. BLMIS was insolvent in that: (i) its assets were worth less than the value of its liabilities; (ii) it could not meet its obligations as they came due; and (iii) at the time of the transfers, BLMIS was left with insufficient capital.

VIII. THE KINGATE FUNDS AND DEFENDANTS' ROLE IN PERPETUATING THE FRAUD

A. Ceretti and Grosso Create The Kingate Funds

- 103. With over 60 years of experience in the financial industry between them, Ceretti and Grosso used their expertise to induce investors to hand over millions of dollars to BLMIS through the Kingate Funds, all the while collecting staggering "fees" from management and consulting companies specifically instructed to turn a blind eye.
- 104. Ceretti and Grosso orchestrated a complex network of funds, fund managers, and shell companies to launder the money they siphoned from the Kingate Funds' investors.
- 105. Manzke, a U.S. hedge fund manager then affiliated with Tremont and a key player in funneling billions of dollars into the Ponzi scheme, personally introduced Grosso and Ceretti to Madoff in the early 1990s.
 - 106. Following a 1993 investigation of BLMIS by the SEC, Madoff informed fund

managers, including Manzke, that going forward BLMIS would only accept funds for its IA Business, rather than individual accounts. Manzke proceeded to form a domestic fund, the Tremont Broad Market Fund, and Ceretti and Grosso joined with Manzke to create Kingate Global as the foreign fund counterpart.

- 107. Ceretti and Grosso were the founders of Kingate Global and Manzke was a director of Kingate Global. Ceretti, Grosso, and Manzke used the Kingate Funds as vehicles to funnel investments directly and exclusively into BLMIS.
- 108. Around the same time, Ceretti and Grosso created Kingate Management, incorporated in Bermuda in 1994. Ceretti and Grosso formed Kingate Management to act as comanager of Kingate Global with Tremont. Kingate Management and Tremont executed a Co-Manager Agreement with Kingate Global on or about December 1, 1995.
- 109. Under these agreements, Kingate Management and Tremont were to evaluate and monitor the "Investment Adviser" (i.e., BLMIS) and to provide all necessary management services to the funds. Kingate Management and Tremont set up a fee structure whereby each comanager divided the fees earned and calculated based on the NAV of the Kingate Funds.
- 110. Thereafter, Kingate Management and Tremont began placing hundreds of millions, if not billions of dollars, with BLMIS through Kingate Global.
- 111. Unlike other BLMIS feeder funds, Kingate Global did not charge performance fees. This enticed even those already invested with BLMIS through other funds. In fact, Madoff himself instructed Manzke that Kingate Global could no longer accept investors already invested with the BLMIS feeder fund Fairfield Sentry.³ Fairfield Sentry was managed by Madoff's friend, Walter Noel, who was losing fees to Kingate Global.

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³ The Trustee has filed a separate action in this Court against Fairfield Sentry in adversary proceeding No. 09-1239.

- 112. Still, Ceretti and Grosso were not content to share the millions of dollars in fees coming in from the Kingate Funds. Ceretti and Grosso forced Manzke to resign as director of Kingate Global and terminated the co-manager relationship with Tremont. Tremont, however, continued to earn fees from Kingate Management pursuant to a 2006 consulting agreement.
- 113. In 2000, Ceretti and Grosso created as a separate entity the Euro-denominated Kingate Euro, which had previously been a sub-fund of Kingate Global. Ceretti and Grosso operated this fund identically to Kingate Global and Kingate Management executed a Manager Agreement with Kingate Euro on or about May 1, 2000.

B. Ceretti and Grosso Honor Madoff's Request for Secrecy

- also held face-to-face meetings with Madoff in New York and London about twice per year and spoke to him frequently by telephone. During these meetings and telephone conversations, Grosso spoke to Madoff about his SSC Strategy and the performance of BLMIS and the Kingate Funds. Ceretti and Grosso also frequently met with Madoff for dinners in London, accompanied by their wives. On information and belief, Ceretti and Grosso relied on Madoff for information concerning his performance on behalf of the Kingate Funds.
- 115. Madoff refused to be publicly associated with the Kingate Funds. Neither Kingate Global nor Kingate Euro identified BLMIS or Madoff by name in their Information Memoranda. Instead, they referred to BLMIS as a "New York based NASD registered brokerdealer." Ceretti and Grosso allowed Madoff to maintain his charade.
- 116. The Kingate Funds' Information Memoranda stated that they were "open-ended" investment companies that sought long-term capital growth by allocating their shares to a selected investment adviser (i.e., BLMIS) to execute the Kingate Funds' investment objectives.

 The Kingate Funds' investment objectives were to obtain capital appreciation through a non-

traditional stock/options trading strategy.

117. Ceretti and Grosso recruited investors for their scheme primarily from continental Europe with a particular concentration in Italy and Switzerland. Major financial institutions such as HSBC, Grupo BBVA, Banque Privee Edmond de Rothschild, and Anglo Irish Bank invested with BLMIS through the Kingate Funds.

C. FIM Managed the Kingate Funds While Kingate Management Collected the Bulk of the Fees

- 118. Kingate Management operated as an alter ego of Ceretti and Grosso. It was simply a shell company with only three employees, yet it collected hundreds of millions in fees from the Kingate Funds, its sole source of revenue.
- 119. Kingate Management's contracts with the Kingate Funds specified that it was to be paid 1.5 percent of the Kingate Funds' NAV annually. This fee was calculated and paid to Kingate Management on a monthly basis. The NAV was, of course, calculated based upon the false statements of the accounts prepared by BLMIS. For example, Kingate Global paid Kingate Management over \$38 million in 2007, and Kingate Euro paid Kingate Management over €9 million for the same year. These fees were based on an "asset value" that did not exist.
- 120. The Information Memoranda for both Kingate Funds stated that Kingate Management would make all decisions related to the general management of the Kingate Funds and would have complete authority and discretion in the management and control of the business of each fund. In fact, Kingate Management played a minimal role in managing the Kingate Funds.
- 121. Even though Kingate Management received the bulk of the fees from the Kingate Funds, Ceretti and Grosso enlisted FIM to perform the work of a typical fund manager.

 Critically, however, Ceretti and Grosso prevented FIM from undertaking genuine due diligence

on BLMIS or the Kingate Funds.

- 122. In place of such diligence, Ceretti and Grosso "vouched" for Madoff.
- 123. On December 1, 1995 Kingate Management signed a Consulting Services

 Agreement with FIM Limited. FIM Limited was retained to provide consulting advice with respect to Kingate Management's financial and operational decisions related to the Kingate Funds. Under the Consulting Services Agreements, FIM Limited's fees were paid by Kingate Management out of the fees Kingate Management received from the Kingate Funds.
- 124. On August 1, 2005 FIM Limited was replaced as the consultant for Kingate Management by FIM Advisers under two Consulting Services Agreements between FIM Advisers, Kingate Management, and the Kingate Funds. It has been recently reported that Ceretti and Grosso intend to close FIM Advisers and FIM Limited.
- 125. Among other things, FIM Limited identified and solicited investors for the Kingate Funds, prepared marketing materials, and reviewed the funds' structure and operating procedures.
- 126. According to the Kingate Global Information Memorandum, FIM Advisers "renders consulting advice to [Kingate Management] with respect to certain aspects of the Fund's operational, administrative, marketing, accounting and legal matters." FIM Advisers' website, before it was taken down within the past year, stated that FIM Advisers is:

a leading alternative investment company specializing in the creation and management of portfolios of hedge funds for institutional and private clients. The company has more than twenty five years of experience in asset management, with almost fifteen years of advising and managing portfolios of hedge funds. Today, FIM has 30 employees based in London and Bermuda.

The website further stated that:

FIM's investment model is based upon a disciplined and structured approach to research, portfolio management, and risk management. The model gives FIM a clear edge in the sourcing of new managers, in conducting in-depth due-diligence,

and in structuring portfolios. At the foundation of the company's approach to investment is a highly experienced team of investment professionals, who have operated in a variety of market cycles and environments.

- 127. Despite these statements about expertise, disciplined and structured research, and clear fund management duties made by Kingate Management and FIM, neither company actually performed any meaningful research or due diligence on the Kingate Funds or BLMIS.
- 128. In fact, an email exchange between two FIM employees shows how even FIM employees were unclear about the structure of FIM and Kingate Management and the role they played vis-à-vis the Kingate Funds.
- 129. In November 2008, Eric Lazear ("Lazear"), FIM's Head of Operational Due Diligence, instructs FIM employee, Jose Verde, to contact Shazieh Salahuddin, Director of Kingate Management, for issues regarding the Kingate Funds. Verde responds, "But isn't she working for FIM in the Bermuda office? I am a bit Confused." Lazear responds, "Yes, but she handles all kingate [sic] questions."

D. Ceretti and Grosso Conceal Their Profits

- 130. Ceretti and Grosso set up an intricate network of shell companies to conceal that they personally received the fees collected on the Kingate Funds' investments with BLMIS.

 Various bank accounts were set up in each of the Ceretti and Grosso Shell Company Defendants' names to facilitate these transfers.
- 131. El Prela Group, whose beneficial owner is Ceretti, received millions of dollars in transfers from the Kingate Funds during 2008. El Prela Group received approximately \$18 million in transfers from Kingate Management from April through December 2008. Using those funds, El Prela Group transferred out at least \$18 million to Port of Hercules.
- 132. Port of Hercules, whose beneficial owner is Ceretti, received millions of dollars in transfers from the Kingate Funds since 2001. For example, from 2006 through 2008, Port of

Hercules' HSBC account received approximately \$60 million in transfers from Kingate Management, El Prela Group, and El Prela Trading. Using some of those funds, Port of Hercules transferred out at least \$50 million to Ceretti's personal bank account, El Prela Trading, and other accounts held by Port of Hercules at Fortis Bank.

- 133. Alpine Investments, whose beneficial owner is Ceretti, received millions of dollars in transfers from the Kingate Funds since 2001. For example, from 2006 through 2008, Alpine Investments received approximately \$16 million in transfers from Kingate Management. Using those funds, El Prela transferred out at least \$7 million to Ceretti's personal bank account.
- 134. El Prela Trading, whose beneficial owner is Ceretti, received millions of dollars in transfers from Port of Hercules during 2008. El Prela Trading received approximately \$3 million in transfers from Port of Hercules. Using those funds, El Prela Trading transferred out at least \$3 million back to Port of Hercules.
- 135. Upon information and belief, El Prela Trust, whose beneficial owner is Ceretti, received millions of dollars in transfers ultimately originating from Kingate Management.
- 136. Ashby Holding, whose beneficial owner is Grosso, received millions of dollars in transfers from the Kingate Funds during 2008. Ashby Holding received approximately \$18 million in transfers from Kingate Management from April through December 2008. Using those funds, Ashby Holding transferred out at least \$18 million to First Peninsula.
- 137. First Peninsula, whose beneficial owner is Grosso, received millions of dollars in transfers from the Kingate Funds since 2001. For example, from 2006 through 2008, First Peninsula's HSBC account received approximately \$61 million in transfers from Kingate Management, Ashby Investment, and Ashby Holding. Using some of those funds, First Peninsula transferred out at least \$23 million to other accounts held by First Peninsula at Fortis Bank.

- 138. Ashby Investment, whose beneficial owner is Grosso, received millions of dollars in transfers from the Kingate Funds during 2008. Ashby Investment transferred approximately \$7 million between its own bank accounts in October 2008. Using those funds, Ashby Investments transferred out at least \$7 million to First Peninsula.
- 139. Upon information and belief, Ashby Trust, whose beneficial owner is Grosso, received millions of dollars in transfers ultimately originating from Kingate Management.

E. Citi Hedge Failed to Perform Its Duties as an Administrator

- 140. Citi Hedge and its predecessors served as the purported administrator of the Kingate Funds at all relevant times. Specifically, from the inception of the Kingate Funds through 2002, the administrator was Bermuda-based Hemisphere. In 2003, BISYS Group, Inc. (BISYS's parent) acquired Hemisphere and renamed it BISYS Hedge Fund Services Ltd. (Bermuda). In 2007, Citigroup acquired BISYS Group, Inc. and gave the administrator its present name, Citi Hedge.
- 141. Citi Hedge was purportedly responsible for performing day-to-day administrative services for the Kingate Funds, including preparing and distributing monthly reports to the investors setting forth their NAV, the amounts of any distributions from the funds, accounting and legal fees, and all other fees and expenses of the Kingate Funds.
- 142. Citi Hedge, however, failed to: (i) take reasonable, industry-standard steps to calculate the Kingate Funds' NAV; (ii) independently confirm and verify the pricing information provided by Madoff; (iii) reconcile information provided by Madoff as the Kingate Funds' prime broker with information provided by the Kingate Funds' managers; (iv) prepare the monthly financial statements in accordance with generally accepted accounting principles; or (v) relay accurate information to investors.
 - 143. As administrator, Citi Hedge was subject to the Administration Agreement, as

amended and restated effective June 1, 2007 (the "Administration Agreement"), and the Registrar Agreement, as amended and restated effective January 1, 2002.

144. Under these agreements, one of Citi Hedge's critical responsibilities included the calculation of the Kingate Funds' NAV:

The Administrator will determine the net asset value of the Fund's portfolio assets attributable to the USD shares of the close of business on the last Business Day of each calendar month. The Administrator verifies the prices attributed to the securities held by the USD shares of the Fund by reference to pricing sources independent of the Investment Adviser whenever reasonably possible.

- 145. The information Memoranda further explained that the NAV "is the market value of the Fund[s'] total assets, calculated as described below, less all accrued debts and liabilities . . . The Fund[s'] total assets include: (i) all cash and cash equivalent, including bank deposits and interest bearing obligations; (ii) all securities positions; and (iii) all options positions."
- 146. Although the securities and options positions were reported and purportedly custodied by Madoff, Citi Hedge failed to independently verify the pricing information provided by Madoff. Rather, Citi Hedge relied solely on information provided by Madoff to calculate and disseminate the Kingate Funds' NAV.
- 147. Citi Hedge failed to verify the prices provided by Madoff in at least 185 separate instances where the prices were not possible based on market prices. In all instances, the information necessary for Citi Hedge to verify the prices of the securities traded by Madoff consisting of S&P 100 stocks was readily available through private financial services, such as Bloomberg, as well as on the Internet. Citi Hedge either did not verify Madoff's reported prices or ignored the inconsistencies with market prices.
- 148. Citi Hedge received millions of dollars in fees for its failed duties as administrator to the Kingate Funds. Between 2000 and 2007, Citi Hedge received \$4,177,479 for serving as the administrator to Kingate Global. Between 2000 and 2007, Citi Hedge received €926,640 for

serving as the administrator to Kingate Euro. These payments were based on the illusory NAV of the Kingate Funds, as calculated by Citi Hedge itself.

F. Bank Bermuda as Custodian

- 149. Bank Bermuda served as the custodian for the Kingate Funds from 1994 through 2008. As such, over \$975,541,729 was improperly transferred from BLMIS to the Kingate Funds through Bank Bermuda.
- 150. The Kingate Funds maintain at least three accounts at Bank Bermuda, including Account # 010-503324-511, Account # 010-5033324-512, and Account # 010-424174-561 (collectively, the "Bank Bermuda Accounts").
- 151. Bank Bermuda currently holds the remainder of monies not paid out to the Kingate Funds in the Bank Bermuda Accounts. The Bank Bermuda Account statements collectively reflect ending balances of approximately \$133 million as of December 2008, of which approximately \$108 million originated from BLMIS.⁴

G. The Kingate Funds as a Gateway to Madoff

- 152. Ceretti and Grosso further profited from the Kingate Funds by offering them to other fund managers as a gateway to BLMIS. Certain of the Kingate Fund's investors invested with BLMIS through multiple channels.
- 153. For example, Reliance Management (BVI) Limited, which was the manager of Defender Fund,⁵ first gained access to BLMIS in 1999 through investments it was managing in Kingate Global for its flagship fund, Reliance Multi-Adviser Fund Limited.
- 154. The Kingate Funds also provided another avenue for fund managers such as Pioneer Alternative Investments Ltd. ("Pioneer") to reach BLMIS. Pioneer is owned by

UniCredit S.p.A. (which also owns Bank Austria and Sonja Kohn's Bank Medici)⁶. Pioneer, through at least nine of the funds within its Momentum Group funds, was a substantial investor in Kingate from 2000 through 2008. Pioneer also invested in BLMIS through Fairfield Sentry and certain Bank Medici related funds.

IX. CERETTI, GROSSO, AND THE MANAGEMENT DEFENDANTS REPEATEDLY FAILED TO CONDUCT DUE DILIGENCE ON BLMIS AND THE KINGATE FUNDS

155. FIM Limited and its successor, FIM Advisers, were paid due diligence experts. When it came to Madoff, however, FIM did nothing at all. Rather than perform meaningful, independent, and reasonable due diligence, FIM, directed by Ceretti and Grosso (and Kingate Management), turned a knowing blind eye to all the indicia of fraud at BLMIS.

- A. Contrary to Its Practice and Policy, FIM Conducted No Meaningful Due Diligence on BLMIS or the Kingate Funds
- 156. Ceretti and Grosso enlisted their own Management Defendants to pretend that they performed due diligence on their own Kingate Funds. This structure avoided all independence and allowed Ceretti and Grosso to maintain the façade of a legitimate investment fund.
- 157. FIM claimed that it undertook extensive due diligence by regular reviews of markets, strategies, managers, and peer groups and that research specialists conducted in-depth analysis into every aspect of every potential investment. Moreover, FIM stated that each portfolio is subject to continuous analysis to ensure all risk factors are identified and controlled and all internal and external management portfolio policies are followed. Additionally, FIM

⁴ Approximately \$15 million in subscription money that came into the Bank Bermuda Accounts in December 2008 was returned to the subscribers as a result of an order of the Supreme Court of Bermuda.

⁵ The Trustee has filed a separate action in this Court against Defender in adversary proceeding No. 10-05229.

⁶ The Trustee has filed a separate action in this Court against Kohn, Pioneer, and HSBC in adversary proceeding No. 09-1364 and against Sonja Kohn and Pioneer in adversary proceeding No. 10-5411.

claimed that the Kingate Funds were actively monitored by research teams, the investment committee, and risk management to ensure accuracy.

- 158. Grosso claimed in November 2008 that FIM had "transparency" with respect to BLMIS and its operations. Ceretti, Grosso, and the Management Defendants routinely represented that they would exercise the proper care in selecting and monitoring the investment adviser (i.e., BLMIS).
- 159. Grosso admitted that the requisite due diligence was not performed on the Kingate Funds, writing in November 2008 that "[w]e have never done much [due diligence on Kingate], as it will be impossible to go inside Madoff to do a proper D[ue]D[iligence]." He went on to claim, however, that he "knew enough about Madoff" to suffice as due diligence.
- 160. No genuine due diligence on BLMIS or the Kingate Funds ever took place. When confronted in 2005 by an investor asking that a due diligence questionnaire be completed on Kingate Global, Grosso responded that due to Kingate Global's uniqueness, it "has never completed a due diligence questionnaire." Grosso continued that he would not be able to give her all the information she wants but the information she will get represents "all the information that will be available." Grosso knew enough not to share.
- 161. Ceretti and Grosso directed that FIM's due diligence procedures should not be applied to BLMIS or the Kingate Funds and FIM obeyed.
- 162. FIM recognized the disparate treatment given to BLMIS and the Kingate Funds when it came to due diligence. In an email to Grosso after news of the fraud broke, Lazear stated:

I know we have to do what is right for FIM, but we need to be cognizant of how this portrays our (FIM) process. [Kingate] is not a fund that went through our normal diligence process and I think it should not be depicted as if it had. We all worked hard to build our process to be the best in the industry, which I think it is, and I do not want it to get out there that one slipped past us when it did not.

- 163. Ceretti, Grosso, and the Management Defendants treated the Kingate Funds with the kid gloves that Madoff demanded and conducted no proper due diligence.
 - B. Certain FIM Employees Actively Suppressed Investigations by Other FIM Employees
 - 164. As early as 2004, senior FIM employees knew of serious fraud risks at BLMIS.
- 165. In January 2004, Brendan Robertson ("Robertson") joined FIM as director in the research and investment department.
 - 166. Scott Dragoo ("Dragoo") joined FIM as its head of research in January 2005.
- 167. Prior to their employment with FIM, both Dragoo and Robertson worked for Ivy Asset Management ("Ivy"), a fund manager. Dragoo worked for Ivy as a research analyst while Robertson was a senior research analyst.⁷
- 168. By 2002, Ivy had developed such strong suspicions about BLMIS and Madoff that it instituted a company policy of refusing to invest with BLMIS. On information and belief, Dragoo and Robertson, by virtue of their employment at Ivy, were aware of the basis for Ivy's policy.
- 169. A February 2008 email from Dragoo to another FIM employee demonstrates that Dragoo nonetheless actively dissuaded investigation into the Kingate Funds. In response to the FIM employee's statement that he could try to get information from Madoff about Kingate at a dinner event, Dragoo made his fellow employee "promise not to push Bernie for any information." When the employee questioned whether he could "even mention FIM or Carlo [Grosso]," Dragoo directed that the employee discuss the matter with him in person.
 - 170. On information and belief, based on their prior employment, these senior FIM

⁷ The Trustee has filed a separate action in this Court against Ivy in adversary proceeding No. 10-05356.

officers had actual or constructive knowledge of indicia of fraudulent activity at BLMIS. FIM nonetheless ignored these and other red flags and continued to actively solicit and oversee the investment of hundreds of millions of dollars with BLMIS.

- C. Ceretti and Grosso Suppressed Their Employee's Concerns and Requests to Conduct Proper Due Diligence on BLMIS and the Kingate Funds
- 171. Certain FIM personnel urged Ceretti and Grosso to allow FIM to conduct extensive and independent due diligence into BLMIS. Instead of acting on these recommendations, Ceretti and Grosso expressly directed FIM due diligence personnel to refrain from conducting any due diligence on BLMIS.
- 172. In June 2008, HSBC issued a warning on the Kingate Funds due to the lack of communication and information coming from Madoff. Grosso suppressed these warnings and dismissed the HSBC analyst as a "junior guy" and a "joker" for "rehashing old arguments" against Madoff. Grosso admitted that such concerns about Madoff were "not new" and that "[t]his has been going on for 20 years."
- 173. In November 2008, another analyst's caution regarding the Kingate Funds was passed along to Grosso. The analyst cited BLMIS's lack of transparency, Madoff's possible conflict of interest, and other due diligence concerns. Grosso attacked the analyst's professionalism and experience and dismissed the analyst's concerns stating that it was "quite evident that he [the analyst] has only a very limited knowledge of options strategies, as well as a very imperfect understanding of the Kingate structure, and possibly a poor understanding of the U.S. broker-dealer industry, its structure, functioning, and regulation."
- 174. When discussing Madoff's remarkably consistent returns with one of his own analysts, Grosso rejected the analyst's conclusion that Madoff's returns were impossible.
 - 175. Lazear repeatedly tried to convince Ceretti and Grosso that the Kingate Funds

should have nothing to do with BLMIS. In e-mails sent from Lazear in the aftermath of Madoff's arrest, he expressed great frustration that his analysis and recommendations had been rejected despite their merit. Lazear stated that he had believed BLMIS was a "scam" and had emailed Grosso "all the details" to support his beliefs <u>before</u> Madoff confessed. He recounted telling Grosso that if Grosso did not own FIM and the Kingate Funds, Lazear would "veto" FIM's involvement with Madoff.

- 176. Additionally, as FIM prepared communications to the Kingate Funds investors in early 2009, Lazear expressed concerns over how FIM's due diligence process was presented.

 Lazear was concerned that FIM represented to investors that it had conducted the standard due diligence for the Kingate Funds when in fact, it had not.
- 177. Thus, Ceretti and Grosso prevented the Management Defendants and their employees from conducting any meaningful due diligence into the Kingate Funds or BLMIS.
 - D. Grosso and FIM Rationalized BLMIS's Remarkably Consistent Performance as a Result of Illegal Front-Running
- 178. In 2001, an investment industry analyst published an article that called into question the legitimacy of BLMIS's operations. A May 2001 MAR/Hedge newsletter entitled "Madoff Tops Charts; Skeptics Ask How" reported on Fairfield Sentry's consistent returns and stated that experts were bewildered how Madoff achieved such returns so consistently and for so long. The article observed that "others who use or used the strategy are known to have had nowhere near the same degree of success."
- 179. In response to the article, Grosso prepared a "question and answer" document for FIM employees marked "INTERNAL NOTE NOT FOR DISTRIBUTION" purporting to explain the numerous "red flags" raised in the article, including the following:
 - (i) "How can there be such a relative complete lack of volatility in reported monthly returns?"

- (ii) "How can Madoff have the ability to time the market and to turn to cash before market conditions become negative?"
- (iii) "How can Madoff have the ability to buy and sell stocks without noticeably affecting the market?"
- (iv) "Why has no-one been able to duplicate similar results?"
- (v) "How come other Wall Street firms have not become aware of the strategy and traded against it?"
- (vi) "Why is Madoff willing to earn commissions on trades, but not set up a separate asset management division to offer hedge funds directly to investors?" and
- (vii) "Why doesn't Madoff borrow money and manage funds on a proprietary basis?"
- 180. Grosso's stated explanation to his own employees was that Madoff was illegally front running his own market-making business. In response to "[h]ow can Madoff have the ability to time the market and turn to cash before market conditions become negative," Grosso wrote that "Madoff benefits from unique market intelligence derived from the massive amount of order flow it handles daily."
- 181. In response to "Why has no one been able to duplicate similar results," Grosso wrote that "[b]eing such a large market maker (Madoff currently accounts for about 15 percent of all equity transactions in the United States), he sees the flows."
- 182. Remarkably, Grosso was stating that Madoff saw the pending orders that were due to be executed by the market-making department of BLMIS and was able to generate high returns for feeder funds by taking advantage of this insider knowledge. This illegal insider trading relies on material, non-public information that is acted on for the benefit of one of his clients to the detriment of his other Madoff client.
- 183. In this case, Grosso's justification for Madoff's readily apparent fraudulent activity simply substituted another kind of illegal activity.

- E. Ceretti, Grosso, the Kingate Funds, and the Management Defendants Exploited PricewaterhouseCoopers' Deficient Audits
- 184. Grosso and Kingate Management knew that PricewaterhouseCoopers ("PwC") relied heavily on reports from Madoff's auditors and did not perform any independent verification of the money flowing in and out of BLMIS's accounts. In fact, Grosso knew that all PwC did was check "the testing at Madoff" against the Kingate Funds' records (also provided by BLMIS) and found no need to "double audit."
- 185. Further, as Grosso stated in an email in February 2008, Grosso was cautious about how the Kingate Funds portrayed PwC's auditing to investors fearing that PwC might actually "start to ask all sort of questions next time they visit Madoff."

X. <u>CERETTI, GROSSO, THE KINGATE FUNDS, THE MANAGEMENT</u> <u>DEFENDANTS, AND CITI HEDGE WERE ON NOTICE OF INDICIA OF</u> FRAUDULENT ACTIVITY AT BLMIS

- are sophisticated investors and/or financial institutions that had regular access to the trade confirmations and account statements for the Kingate Funds' BLMIS accounts. Also, Ceretti, Grosso, the Kingate Funds, the Management Defendants, and Citi Hedge accepted fees in consideration for the independent, meaningful, and reasonable due diligence they were expected to exercise, but did not, in selecting and monitoring BLMIS as their investment manager.
- 187. Not only did Ceretti, Grosso, the Kingate Funds, the Management Defendants, and Citi Hedge fail to inquire further, Ceretti, Grosso, and certain FIM employees suppressed any attempt by FIM to do so.
- 188. Ceretti, Grosso, the Kingate Funds, the Management Defendants, and Citi Hedge each regularly received false account statements and trade confirmations from BLMIS that demonstrated (among other things):

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- a. The Kingate Funds' returns were consistent over too many years;
- b. Impossible options volume trading;
- c. Numerous instances where BLMIS reported selling securities outside the daily price ranges;
- d. BLMIS traded more equities than were available on the relevant exchanges;
- e. The Kingate Funds frequently had a negative cash balance;
- f. BLMIS purchased Treasurys before selling the securities from which the cash for the purchases originated;
- g. The options trades could not have been conducted in the Over-The-Counter Market;
- h. Madoff's options trades were inconsistent with the SSC strategy; and
- i. Settlement anomalies in options transactions.
- 189. Moreover, Ceretti, Grosso, the Kingate Funds, the Management Defendants, and Citi Hedge were on inquiry notice of BLMIS's fraud based on knowledge that:
 - j. Purported excessive trading volumes never impacted the market;
 - k. Madoff had supernatural timing when buying and selling stocks;
 - 1. The Kingate Funds entered into risky options contracts with unidentified counterparties;
 - m. The structure of BLMIS was opaque, secretive, and lacked independent oversight and customary internal controls;
 - n. BLMIS, known as high-technology firm, provided only paper statements;
 - o. A capable auditor was absent; and
 - p. BLMIS did not charge management fees.

The Kingate Funds Account Statements Reflected Substantial Quantitative Evidence of Fraud

190. Ceretti, Grosso, the Kingate Funds, the Management Defendants, and Citi Hedge had access to vast amounts of information about BLMIS that was not available to the public.

They received account statements and trade confirmations that demonstrated (among many other things): (1) impossibly consistent rates of returns that seemed to have no correlation to the S&P 100; (2) the inexplicable volume of trades of stocks, and options that BLMIS was allegedly executing; and (3) options trades that had no relation to the SSC Strategy.

A. The Kingate Funds' Returns Were Consistent over Too Many Years

- 191. Ceretti, Grosso, the Kingate Funds, and the Management Defendants promoted the Kingate Funds by highlighting their number of positive months of returns and their rare draw-downs. Like BLMIS, the Kingate Funds did not report unconscionably high returns but instead relied on their steady performance regardless of volatility in the market.
- 192. Both the Kingate Funds and BLMIS were effectively immune from any number of market catastrophes, enjoying steady rates of return at times when the rest of the market was experiencing financial crises. For example, from 2000 until 2008, the Kingate Funds averaged annual returns with BLMIS of approximately 11.7 percent. BLMIS purported to achieve these results with only four months of negative returns during a 98 month period from October 2000 through November 2008, while the S&P 100 experienced 46 months of negative returns over the same period.
- 193. The Kingate Funds and BLMIS maintained suspiciously and consistently positive rates of return during events that otherwise devastated financial markets such as: (i) the burst of the "dot com" bubble in 2000; (ii) the 2000-2002 bear market, including the disastrous market impact of the 2001 September 11th tragedy; and (iii) the dramatic recession and housing crisis of 2008. BLMIS continued to generate positive returns even during the last 14 months of BLMIS's existence, when the S&P fell no less than 39.4 percent. Madoff's SSC strategy purported to track the performance of the S&P 100 and its results were not credible. Such consistently positive returns have no correlation with the historical fluctuations of the S&P 100 Index, on

which BLMIS's trading activity was purportedly based.

Figure 1
Kingate Funds Rates of Return v. S&P Rates of Return 2000-2008

YEAR	KINGATE EURO RATE OF RETURN	KINGATE GLOBAL RATE OF RETURN	S&P 100 RATE OF RETURN
2000	14.8%	14.6%	(13.4%)
2001	13.7%	13.7%	(14.9%)
2002	12.1%	12.2%	(23.9%)
2003	10.9%	10.8%	23.8%
2004	9.9%	10.0%	4.5%
2005	10.3%	10.5%	(0.9%)
2006	13.4%	13.2%	15.9%
2007	10.8%	10.9%	3.8%
2008^{8}	9.3%	9.4%	(36.9%)

194. Despite the Kingate Funds' abnormally consistent positive returns, Ceretti, Grosso, the Kingate Funds, the Management Defendants, and Citi Hedge took no meaningful, reasonable or independent action to inquire further as to how such results could be achieved in accordance with Madoff's SSC Strategy.

B. The Kingate Funds' Account Statements from BLMIS Reflected Impossible Options Volume Trading

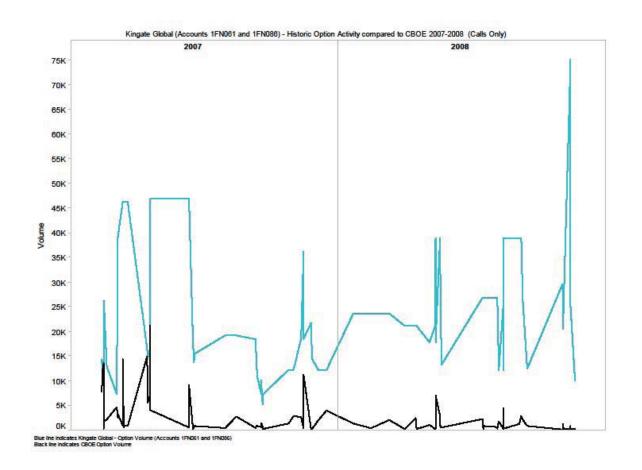
195. Ceretti, Grosso, the Kingate Funds, the Management Defendants, and Citi Hedge frequently reviewed the Kingate Funds' BLMIS account statements and trade confirmations.

These account statements and trade confirmations demonstrated that Madoff was claiming to engage in impossible option transactions. BLMIS would have had to execute massive numbers of options trades to implement its purported SSC strategy. To implement this strategy, BLMIS pretended to trade S&P 100 ("OEX") options to hedge the investment in a representative basket

⁸ The 2008 numbers are as of November 30, 2008 because that is the last date for which BLMIS generated customer account statements.

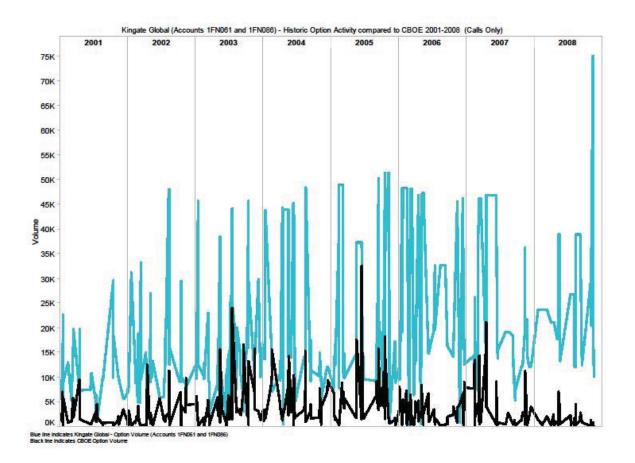
of stocks. On many occasions, through the Kingate Funds' history of investment with BLMIS, the options volume BLMIS reported to have engaged in on behalf of the Kingate Funds exceeded the total number of OEX options traded on the Chicago Board Options Exchange ("CBOE") for that contract on that day. The following charts demonstrates this point with respect to the call options BLMIS purported traded for the Kingate Funds over the last two years of its existence:

Call Options Traded on Behalf of the Kingate Funds in 2007-2008



196. In fact, since 2001, BLMIS had reported volumes for the Kingate Funds' calls options that were many times over the total number of call options executed on the CBOE, with the same purchase date, strike price, and expiration date. The following chart illustrates this

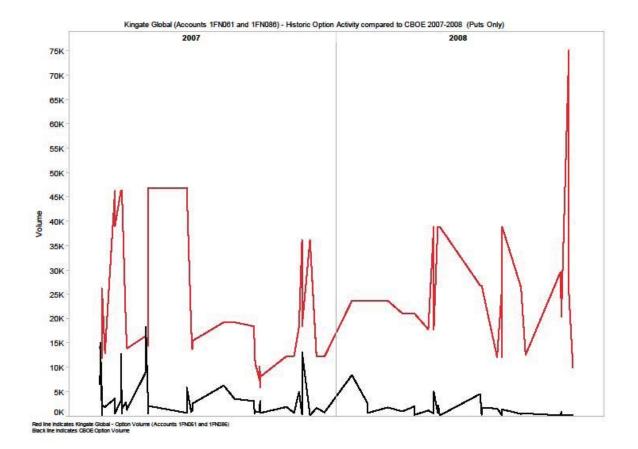
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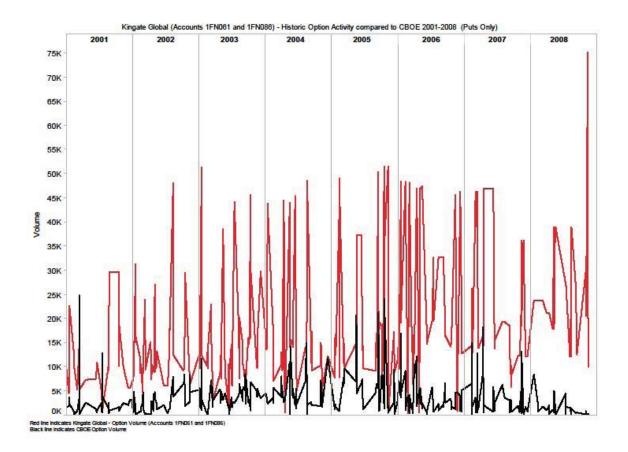
- 197. For a specific example, on June 15, 2001 BLMIS purportedly bought on Kingate Global's behalf a total of 6,271 OEX put options (with July expiration and a strike price of 625), when the total volume traded on the CBOE for those OEX put options for that day was 1,149. Similarly, on the same day, BLMIS purportedly sold on Kingate Global's behalf a total of 6,271 OEX call options (with July expiration and a strike price of 630), when the total volume traded on the CBOE for those OEX call options for that day was 490. It would have been impossible for BLMIS's volume to exceed that of the CBOE for the identical contract on the same day.
- 198. The same results are demonstrated by looking at the put option volume purportedly traded by the Kingate Funds compared to the CBOE. Specifically, the last two years

of the Kingate Funds' existence is demonstrated below:

Put Options Traded on Behalf of the Kingate Funds in 2007-2008



199. Similarly, since 2001, BLMIS had reported volumes for the put options that were many times over the total number of put options executed on the CBOE with the same purchase date, strike price, and expiration date. The following chart illustrates this point:



- 200. As a specific example, on January 16, 2004 BLMIS purportedly bought on Kingate Euro's behalf a total of 9,088 OEX put options (with February expiration and a strike price of 560), when the total volume traded on the CBOE for those OEX put options for that day was 2,324. Also on that day, BLMIS purportedly sold on Kingate Euro's behalf a total of 9,088 OEX call options (with February expiration and a strike price of 570) when the total volume traded on the CBOE for those OEX call options for that day was 1,515. Ceretti, Grosso, the Management Defendants, and Citi Hedge knew or should have known that these option trading volumes reported by BLMIS were impossible if exchange traded.
- 201. In total, there were at least 1,162 instances of option trades exceeding the volume traded on the CBOE on the Kingate Funds Accounts.

- C. Ceretti, Grosso, the Kingate Funds, the Management Defendants, and Citi Hedge Ignored Numerous Instances Where BLMIS Reported Selling Securities Outside the Daily Price Ranges
- 202. Ceretti, Grosso, the Kingate Funds, the Management Defendants, and Citi Hedge told the Kingate Funds' investors that they reviewed the BLMIS trade confirmations on a monthly basis. This "analysis" included reviewing the price paid or received on the purchase or sale of stocks and options to ensure that such price was within the range of prices for such stocks and options on the date of the trade.
- 203. FIM knew that Madoff's trading activity often reflected average trade values that were outside the daily range of prices for such securities. Spreadsheets prepared by FIM identified whether a given BLMIS trade was "within range" (i.e., whether the trade was within the daily price range for the high and low that day). FIM knew that a significant number of BLMIS's purported trades were impossible. FIM identified these "out of range" trades in a spreadsheet. In review of BLMIS records, BLMIS purported to make at least 320 "out of range" equity and options trades on behalf of the Kingate Funds from 1998 to 2008.
- 204. For example, the Kingate Funds' account statements for October 2003 reported purchases of 984,137 shares and 240,240 shares respectively for Intel Corporation (INTC), with a settlement date of October 7, 2003. BLMIS's records indicate these stocks were purchased on October 2, 2003 for \$27.63 per share. However, the daily price range for Intel Corporation stock purchased on October 2, 2003 ranged from a low of \$28.41 to a high of \$28.95. Ceretti, Grosso, the Management Defendants, and Citi Hedge supposedly reviewed these confirmations and took no action in response to this anomaly.
- 205. In an illustration of another purported sale, the Kingate Funds' account statements for December 2006 reported sales of 233,281 shares and 60,449 shares, respectively, for Merck (MRK) with a settlement date of December 28, 2006. BLMIS's records and the Kingate Funds'

trade confirmations reflect that these stocks were sold on December 22, 2006 for \$44.61. This purported trade was not possible. The price range for Merck stock sold on December 22, 2006 was between \$42.78 and \$43.42.

206. The sales and purchases of securities and options outside the publicly-reported trading ranges was a huge red flag, requiring further independent inquiry. Even though Ceretti, Grosso, the Kingate Funds, the Management Defendants, and Citi Hedge knew of these facially impossible anomalies and specifically identified them as red flags, they chose to ignore them.

D. BLMIS Traded More Equities Than Were Available on the Relevant Exchanges

- 207. As sophisticated financial professionals, Ceretti, Grosso, the Kingate Funds, the Management Defendants, and Citi Hedge were, or should have been, on notice that the volume of shares being traded on behalf of the Kingate Funds was impossible as compared to the total assets under management by BLMIS and the total shares available on the market.
- 208. In 2006, Ceretti, Grosso, the Kingate Funds, the Management Defendants, and Citi Hedge could have easily deduced that BLMIS was trading in impossible volumes. When BLMIS was forced to register as an investment adviser in August 2006, it represented in the ADV Form filed with the SEC that BLMIS had approximately \$11.7 billion of assets under management at the end of July 2006. Later filings stated that BLMIS managed \$13.2 billion at the end of 2006. The Kingate Funds' account statements from BLMIS reported balances of approximately \$2.8 billion as of July 2006 and \$3.0 billion as of December 2006. Hence, Ceretti, Grosso, the Kingate Funds, the Management Defendants, and Citi Hedge knew that the Kingate Funds comprised about 23 percent of the publicly disclosed BLMIS assets under management.
- 209. Between 2006 and 2008, despite knowing that the Kingate Funds constituted approximately 23 percent of the investments under management by BLMIS, Ceretti, Grosso, the

Kingate Funds, the Management Defendants, and Citi Hedge completely ignored at least five separate transactions where BLMIS alone purportedly represented over 50 percent of the market trading for a particular security on that day.

- 210. The Kingate Funds' account statements regularly indicated that BLMIS's trades in a particular stock accounted for more than 10 percent of that stock's trading on the entire composite tape, which includes all listed and unlisted market volumes. On information and belief, from 1998 through 2008, individual stock trades for just the Kingate Funds exceeded 10 percent of the market at least 236 times.
- 211. For example, on September 22, 2006 the Kingate Funds purportedly traded 618,792 shares of Wells Fargo & Company, which made up 17.4 percent of the shares of that security traded on the whole composite tape, which includes all listed and unlisted market volumes for that day. As such, Ceretti, Grosso, the Kingate Funds, the Management Defendants, and Citi Hedge knew or should have known that BLMIS alone was purportedly trading over 70 percent of the shares of Wells Fargo & Company traded that day an implausible percentage for one manager to be trading.

E. The Kingate Funds Frequently Had a Negative Cash Balance with BLMIS

- 212. Between 1998 and 2008, the Kingate Funds' cash accounts with BLMIS had a negative balance on 225 separate occasions for a total of approximately 724 days. Certain of the negative balances resulted from either the purchase of equities that exceeded the value of the Treasurys sold to fund the purchase, the purchase of put options prior to selling the call options they were meant to fund, or cash being withdrawn prior to the sale of equities to fund the withdrawal. Normally, when a customer purchases assets prior to the funds being available in the customer's account, the customer is buying on "margin."
 - 213. The Kingate Funds did not have a margin account with BLMIS and could not

have traded on margin. The fact that the Kingate Funds had a negative cash balance with BLMIS on 255 separate occasions put Ceretti, Grosso, the Kingate Funds, the Management Defendants, and Citi Hedge on inquiry notice of fraudulent activity at BLMIS.

- 214. Even if BLMIS was buying on margin with the permission of the Kingate Funds, Ceretti, Grosso, the Kingate Funds, the Management Defendants, and Citi Hedge knew or should have known that BLMIS was acting in a suspiciously irregular if not unlawful manner. When buying on margin, customers incur and are generally charged margin interest because buying on margin is effectively buying the underlying security with a loan from the investment adviser/broker dealer. On information and belief, BLMIS never charged the Kingate Funds any margin interest for this extension of credit, effectively giving millions of dollars to the Kingate Funds as a tax-free gift. These extensions of credit were not trivial.
- 215. The table below illustrates a sample of the numerous of instances the Kingate Funds had negative cash balances.

Figure 2
Kingate Funds Negative Cash Balances
2000-2008

DATE	KINGATE GLOBAL AVERAGE BALANCE	KINGATE EURO AVERAGE	NUMBER OF DAYS
		BALANCE	
7/19/1999	(28,421,606)	(5,272,252)	2
6/14/2000	(1,449,661)	(286,613)	2
7/25/2002	(5,082,198)	(1,051,713)	6
6/3/2004	(13,815,039)	(3,742,508)	6
5/22/2008	(23,015,541)	(7,848,209)	1

- F. BLMIS Purchased Treasurys Before Selling the Securities from Which the Cash for the Purchases Originated
- 216. As part of the SSC Strategy, Madoff would allegedly move the Kingate Funds' money into Treasurys when it was no longer advantageous to be in the market. When market conditions improved, Madoff would sell the Treasurys and use the proceeds to purchase a new

basket of stocks.

- 217. In reviewing the Kingate Funds' account statements, Ceretti, Grosso, the Kingate Funds, the Management Defendants, and Citi Hedge should have noted the impossible transactions ostensibly taking place with regard to BLMIS's purported SSC Strategy. The account statements reflected occasions where BLMIS purchased securities before selling the Treasurys, an implausible scenario since the Kingate Funds' cash was supposedly tied up in Treasurys with no cash available to settle the equities purchases. Likewise, the trading confirmations would show a move from equities back into Treasurys before the Kingate Funds would have obtained cash from the sale of the equities.
- 218. Despite these clear indicia of fraudulent activity at BLMIS, Ceretti, Grosso, the Kingate Funds, the Management Defendants, and Citi Hedge made no further inquiry and took no action.
 - G. The Options Trades Could Not Have Been Conducted in the Over-The-Counter Market
- 219. At times, when questioned about the availability of sufficient exchange traded options for the SSC Strategy, Madoff often responded that he traded in the OTC Market. This claim was facially implausible, as the options purportedly traded on the Kingate Funds' behalf could not have been sold in the OTC market. Trading options in the OTC market would have been more expensive than trading on the CBOE, yet on information and belief, those costs were not incurred by BLMIS or passed on to its investors. The absence of such costs, together with BLMIS's representation that it was trading in the OTC market, should have prompted sophisticated investors like Ceretti, Grosso, the Kingate Funds, the Management Defendants, and Citi Hedge to request verification of the trades and demand more concrete information about the operations of BLMIS.

- 220. Also, in the OTC market, option counterparties are typically expressly identified on trade confirmations. On information and belief, as was typical for all BLMIS accounts, none of the options trade confirmations sent on behalf of the Kingate Funds ever identified the counterparty.
- 221. Finally, options traded on the CBOE have a unique identifier known as a "CUSIP" number that allows traders to quickly access electronic information regarding a particular transaction. OTC options are not assigned a CUSIP number. Despite this fundamental difference, the Madoff confirmations reviewed by Ceretti, Grosso, the Kingate Funds, the Management Defendants, and Citi Hedge included a CUSIP number, even though the ostensible trades were private OTC transactions.

H. Madoff's Options Trades Were Inconsistent with the SSC Strategy

- 222. As part of the SSC Strategy, BLMIS claimed to buy puts and write calls to hedge gains and losses of the underlying equities. Upon information and belief, on a number of occasions, account statements purported to show gains on behalf of the Kingate Funds, resulting from transactions inconsistent with the SSC Strategy. Certain of these transactions involved short term option trading that resulted in substantial gains for the Kingate Funds. For example, in 2008, Kingate Global and Kingate Euro each participated in two of these trades, which generated gains of approximately \$25.5 million and \$8.8 million, respectively. These transactions represented approximately 11% of the total return for Kingate Global and Kingate Euro in 2008. These gains were purportedly achieved through speculation in the options market, which would contradict the premise of the SSC Strategy. Between 1996 and 2008, Kingate Global and Kingate Euro benefitted in excess of \$136 million and \$33 million, respectively, from such trades.
 - 223. Additionally, the SSC Strategy required that the hedge be adjusted to reflect a

change in the equities being hedged if some of the underlying equities were sold early. BLMIS, however, often sold out of an equity prior to liquidation of the entire basket and did not adjust the hedge for that partial sale of the underlying equities. Between January 2000 and November 2008, the underlying equities for the Kingate Funds changed without a corresponding adjustment to the hedge approximately 79 times.

- 224. All of these occurrences should have pointed Ceretti, Grosso, the Kingate Funds, the Management Defendants, and Citi Hedge to the fact that BLMIS's options trades were inconsistent with Madoff's SSC Strategy and served as an indicia of fraud. Yet, despite Ceretti, Grosso, the Kingate Funds, the Management Defendants, and Citi Hedge's sophistication, no investigation was conducted.
 - I. The Kingate Funds' Trade Confirmations Frequently Contained Settlement Anomalies in Options Transactions
- 225. Ceretti, Grosso, the Kingate Funds, the Management Defendants, and Citi Hedge ignored options transactions made on behalf of the Kingate Funds that settled in a time range outside of industry norms. According to industry standards, the settlement date for listed options is the business day following the trade date, referred to as T+1. However, BLMIS's statements for the Kingate Funds showed that a high percentage of options contracts settled as late as three days after the trade date.
- 226. Demonstrably, at least 555 out of the 2,149 total options contracts transacted on behalf of the Kingate Funds settled outside the normal period of T+1. Therefore, almost 26 percent of all purported options activity in the Kingate Funds' BLMIS accounts did not comply with standard trading practices.
- 227. Anyone performing verification or monitoring should have raised this settlement date anomaly as a red flag. Ceretti, Grosso, the Kingate Funds, the Management Defendants,

and Citi Hedge were either aware of these irregularities and ignored them, or failed to reasonably and meaningfully investigate them on behalf of their investors.

Ceretti, Grosso, the Kingate Funds, the Management Defendants, and Citi Hedge Were on Inquiry Notice of Fraudulent Activity at BLMIS

- J. The Purported Excessive Trading Volumes Never Impacted the Market
- 228. Madoff told Ceretti, Grosso, the Kingate Funds, the Management Defendants, and Citi Hedge that the SSC Strategy involved moving all assets into the market over the span of a few days. Then, when Madoff's computer model so indicated, BLMIS purportedly sold those securities over a similar period. Ceretti, Grosso, the Kingate Funds, the Management Defendants, and Citi Hedge knew that BLMIS had over \$13.6 billion under management as of 2006.
- 229. Ceretti, Grosso, the Kingate Funds, the Management Defendants, and Citi Hedge, therefore, understood that BLMIS purported to move over \$13 billion into and out of the market over the course of just a few days numerous times every year. This enormous volume should have caused significant market reactions and price displacement. Such displacement was never observed because the trading did not occur. Based on the lack of observable market reaction, Ceretti, Grosso, the Kingate Funds, the Management Defendants, and Citi Hedge knew or should have known that Madoff's trades were not happening as he claimed.

K. Madoff's Supernatural Timing When Buying and Selling Stocks

230. Pricing reflected on the Kingate Funds' trade confirmations and account statements further demonstrated the implausibility of Madoff's trades, which almost always occurred at precisely the right time of the day. With remarkable consistency, when Madoff was purchasing shares, the reported average price was in the lower half of the daily trade range, and when selling shares, the sale price was in the upper half of the daily trade range.

- 231. Madoff's success rate alone was a red flag. Madoff also represented to investors that he was time-slicing (entering the market at specific intervals over the course of a trading day), and thus the reported price was an average. In purchasing or selling a stock several times during the trading day, Madoff's reported prices should have gravitated toward the daily midpoint. Instead, they gravitated toward Madoff's optimal price point—a statistical impossibility.
- 232. For example, the Kingate Funds' account statements and trade confirmations indicate that, from 1998 to 2008, 77 percent of equity buys occurred in the lower half of the daily price range and 70 percent of equity sells occurred in the upper half of the daily price range. For example, the Kingate Global March 2000 BLMIS account statement indicated that 42 of 66 purported equity sells occurred in the upper half of the daily price range.
- 233. As further example, BLMIS reported that on March 3, 2000, it bought for the Kingate Funds 68,244 shares of Texas Instruments at a price of \$178.50. The low for Texas Instruments that day was \$178 while the high was \$188.13. The Volume Weighted Average Price was \$182.32. Considering that the Kingate Funds share alone would have been roughly 10 percent of the market transactions that day for Texas Instruments (6,605,600 shares were bought and sold that day), it would not have been possible for BLMIS to have purchased that many shares of Texas Instruments on that day for that extremely low average price.
- 234. Because Ceretti, Grosso, the Kingate Funds, the Management Defendants, and Citi Hedge are sophisticated financial professionals and had access to the Kingate Funds' account statements and trade confirmations, they should have known that these purported trades were statistically impossible. Ceretti, Grosso, the Kingate Funds, the Management Defendants, and Citi Hedge accepted that BLMIS's purported trading activity defied laws of supply and demand, common sense and industry practice.

- L. The Kingate Funds Entered Into Risky Options Contracts with Unidentified Counterparties
- 235. Trading OTC options would have required BLMIS to enter into private, individually negotiated contracts with willing counterparties. The Kingate Funds executed a Master Agreement for OTC Options. Under the agreement, BLMIS served as the agent to the Kingate Funds in entering into any options trades. Those trades are private contracts between the Kingate Funds and the counterparty. If the counterparty failed to perform, it was the Kingate Funds, not BLMIS, that were exposed.
- 236. BLMIS was supposed to act only as an agent for the Kingate Funds. Indeed, the Master Agreement explicitly states that the Kingate Funds could not seek recourse from BLMIS if the counterparty failed to perform. On information and belief, BLMIS refused to identify these counterparties to its clients. The fact that the Kingate Funds' options contracts contained unidentified counterparties put Ceretti, Grosso, the Kingate Funds, the Management Defendants, and Citi Hedge on inquiry notice of fraudulent activity at BLMIS.
- 237. Madoff claimed the options counterparties entered into agreements identical to ones executed by BLMIS's investors. Ceretti, Grosso, the Kingate Funds, the Management Defendants, and Citi Hedge never reviewed such an agreement, undoubtedly because such an agreement is likely impossible. Because BLMIS allegedly traded options in large blocks, dividing contracts proportionally among its investors, an options counterparty would not know which party it was relying on to perform the agreement. Options dealers handling the volumes claimed by BLMIS do not expose themselves to such credit risks without knowing the other party.
- 238. Madoff knew that such lack of transparency would concern investors in BLMIS and its feeder funds. Thus he claimed to force the options counterparties to deposit Treasurys to

ensure performance. Despite Madoff's claim, Ceretti, Grosso, the Kingate Funds, the Management Defendants, and Citi Hedge never received any evidence of where and how these imaginary Treasurys were posted.

- 239. Madoff also claimed that because the investors were holding the basket of stocks, the counterparty used the stocks as collateral. Such a claim leads to further inconsistencies. First, Madoff claimed the option counterparty could not seize the investors' equities, which would make the entire "collateral" claim illusory. Second, there was no restriction on Madoff's investors closing out or partially withdrawing from their accounts, creating the possibility that an account could quickly become null and again leave no collateral for an option trader. Again, despite this flawed logic, Ceretti, Grosso, the Kingate Funds, the Management Defendants, and Citi Hedge blindly accepted Madoff's explanation.
- 240. On information and belief, Ceretti, Grosso, the Kingate Funds, the Management Defendants, and Citi Hedge never questioned Madoff about these matters. Nor did they perform any independent due diligence. Sophisticated financial professionals like Ceretti, Grosso, the Kingate Funds, the Management Defendants, and Citi Hedge should have easily detected the flawed structure and recognized it as yet another indicia of fraudulent activity at BLMIS.
 - M. The Structure of BLMIS Was Opaque, Secretive, and Lacked Independent Oversight and Customary Internal Controls
- 241. Madoff purportedly held positions at BLMIS that would normally be occupied by four separate entities he was the investment adviser, custodian, and administrator of the 703 Account, as well as the broker-dealer who initiated and executed the phantom trades. This meant that there was neither an independent custodian to assure the proper segregation of assets, nor was there an independent third-party to verify the existence and value of BLMIS's investments or transactions. This "self-custody" structure eliminated a critical internal control, widely

recognized as basic in both the brokerage and investment management industry, that prevents fraud by having an independent custodian hold and confirm the actual existence of securities for investors.

- 242. In 2006, Grosso asked that certain statements in the Kingate Funds' disclosure to investors regarding such conflicts of interests be removed because he claimed it would "bother" investors.
- 243. On information and belief, Ceretti, Grosso, the Kingate Funds, the Management Defendants, and Citi Hedge did not reasonably or independently verify that the securities purportedly bought, sold, or held for the Kingate Funds existed. On information and belief, Ceretti, Grosso, the Kingate Funds, the Management Defendants, and Citi Hedge accepted Madoff's explanation for this facially suspicious practice. Ceretti, Grosso, the Kingate Funds, the Management Defendants, and Citi Hedge did not perform any independent, meaningful, or reasonable due diligence despite being on notice of this red flag.

N. BLMIS, Known as High-Technology Firm, Provided Only Paper Statements

- 244. Despite being a technological pioneer of electronic trading, Madoff did not provide his customers with real-time electronic access to their accounts, which was and is customary in the industry for hedge fund and fund of fund investors. Indeed, BLMIS used outmoded technology and provided only printed account statements and paper trading confirmations that were sent via U.S. mail, three to four days after the trades occurred, a practice that enabled Madoff and BLMIS to pick trades for the statements using hindsight.
- 245. Even though Ceretti, Grosso, the Kingate Funds, the Management Defendants, and Citi Hedge knew that Madoff and BLMIS were technologically savvy and Grosso himself called Madoff a "technology addict," Ceretti, Grosso, the Kingate Funds, the Management Defendants, and Citi Hedge accepted without protest paper copies of Kingate Funds' trade

confirmations. This was a practice plainly rife with the risk of fraud.

O. Absence of a Capable Auditor

- 246. Even the one institutional check on the IA Business's activities the fact that it was audited by an independent auditor was itself a major warning sign for investors. BLMIS ostensibly had tens of billions of dollars under management, yet was audited by Friehling & Horowitz C.P.A. P.C. ("F&H"), an accounting firm with only two accountants, one of whom was semi-retired and living Florida. The firm's offices were located in a strip mall and FIM knew that the BLMIS auditor for BLMIS was a "small one in Rockland county [sic] NY."
- 247. On November 3, 2009, David Friehling pleaded guilty to seven counts of securities fraud, investment adviser fraud, obstructing or impeding the administration of Internal Revenue laws, and making false filings with the SEC, all in connection with Madoff and BLMIS.
- 248. On information and belief, Ceretti, Grosso, the Kingate Funds, the Management Defendants, and Citi Hedge did not independently confirm whether F&H was adequately staffed, technically equipped, or professionally qualified, or even capable of performing large scale domestic and international auditing services at a time when Madoff was reporting over \$13 billion under management.
- 249. The size and lack of professional qualification of F&H and the nature of the services they provided were readily accessible to Ceretti, Grosso, the Kingate Funds, the Management Defendants, and Citi Hedge. All accounting firms that perform audit work must enroll in the peer review program of the American Institute of Certified Public Accountants' ("AICPA"). This program involves the assessment by experienced auditors of a firm's audit quality. F&H, while a member of the AICPA, had not been peer reviewed since 1993. The firm avoided the requirement by stating, in writing, that it did not actually perform any auditing work. The results of these peer reviews are a matter of public record and on file with the AICPA.

250. That BLMIS, with billions of dollars under management, relied on an auditor like F&H, should have been a red flag to Ceretti, Grosso, the Kingate Funds, the Management Defendants, and Citi Hedge. Instead, Ceretti, Grosso, the Kingate Funds, the Management Defendants, and Citi Hedge ignored this red flag, did not inquire further, and continued to develop their relationships with BLMIS.

P. Management Fees

251. BLMIS gave Ceretti, Grosso, the Kingate Funds, the Management Defendants, and Citi Hedge a powerful incentive to turn a blind eye to its numerous indicia of fraud. Madoff, contrary to industry standards, agreed to a compensation structure that left hundreds of millions, if not billions, of dollars on the table. Madoff purported to be satisfied with simply earning a trading commission of four-cents per share and one dollar per option contract. The standard investment advisery fee charged by a hedge fund manager ranges from 1 percent to 2 percent of assets under management plus a performance fee of 10 percent to 20 percent of any profits earned by the investment. Fees normally run higher for investment advisers with a history of success. By contrast, Ceretti, Grosso, the Kingate Funds, the Management Defendants, and Citi Hedge, whose only role was to feed money to BLMIS, received substantial management and administrative fees and a share of the profits that would normally go to the entity in the position of BLMIS.

XI. THE TRANSFERS

252. According to BLMIS's records, Kingate Global and Kingate Euro maintained accounts 1FN061 and 1FN086, respectively, with BLMIS set forth on Exhibit A (the "Accounts"). For their respective accounts, Kingate Global and Kingate Euro executed a Customer Agreement, an Option Agreement, and/or a Trading Authorization Limited to Purchases and Sales of Securities and Options (collectively, the "Account Agreements"), and

delivered such documents to BLMIS at its headquarters at 885 Third Avenue, New York, New York.

- 253. The Account Agreements were to be performed in New York, New York through securities trading activities that would take place in New York, New York. The Accounts were held in New York, New York, and Kingate Global and Kingate Euro sent funds to BLMIS in New York, New York for application to the Accounts and for the purported conducting of trading activities.
- 254. Prior to the Filing Date, BLMIS transferred at least \$975,541,729 to, or for the benefit of, Kingate Global and Kingate Euro in the form of withdrawals from their accounts (the "Transfers"), as set forth in Exhibit B, under circumstances that should have put Kingate Global and Kingate Euro on actual or inquiry notice that the purported account activity was inconsistent with legitimate trading activity and credible returns, that Ceretti, Grosso, the Kingate Funds, the Management Defendants, the Ceretti and Grosso Shell Company Defendants, and Citi Hedge were benefitting from fraudulent transactions in the Kingate Global and Kingate Euro accounts, that the IA Business was predicated on fraudulent activities, and/or that the transfers were fraudulent.
- 255. Of the Transfers, avoidable and recoverable initial transfers in the approximate total amount of \$437,501,112 were transferred to, or for the benefit of, Kingate Global (the "Kingate Global Transfers"). See Exhibit B, Column 5. Of the Transfers, avoidable and recoverable initial transfers in the total amount of \$538,040,617 were transferred to, or for the benefit of, Kingate Euro (the "Kingate Euro Transfers"). See Exhibit B, Column 5. Kingate Global and Kingate Euro were initial transferees of the avoidable transfers set forth above.
- 256. The Kingate Global Transfers and the Kingate Euro Transfers were and continue to be Customer Property within the meaning of section 78*lll*(4) of SIPA, and are avoidable and

recoverable under sections 544, 547, 548, 550(a), and 551 of the Bankruptcy Code, applicable provisions of SIPA, particularly section 78fff-2(c)(3), and applicable provisions of N.Y. CPLR 203(g) and 213(8) (McKinney 2001) and DCL sections 273 – 279 (McKinney 2001).

- 257. Of the Transfers, BLMIS made payments or other transfers to, or for the benefit of, Kingate Global totaling at least \$101,753,145 during the 90 days prior to the Filing Date (the "Kingate Global Preference Period Transfers"). See Exhibit B, Column 9.
- 258. Of the Transfers, BLMIS made payments or other transfers to, or for the benefit of, Kingate Euro totaling at least \$155,606,833 during the 90 days prior to the Filing Date (the "Kingate Euro Preference Period Transfers"). See Exhibit B, Column 9.
- 259. The Kingate Global Preference Period Transfers and Kingate Euro Preference Period Transfers were and continue to be Customer Property within the meaning of section 78lll(4) of SIPA, and are avoidable and recoverable under sections 547, 550(a) and 551 of the Bankruptcy Code and applicable provisions of SIPA, particularly section 78fff-2(c)(3).
- 260. Of the Transfers, BLMIS made transfers to, or for the benefit of, Kingate Global totaling at least \$163,447,509 during the two years prior to the Filing Date (the "Kingate Global Two-Year Transfers"). See Exhibit B, Column 10.
- 261. Of the Transfers, BLMIS made transfers to, or for the benefit of, Kingate Euro totaling at least \$248,979,674 during the two years prior to the Filing Date (the "Kingate Euro Two-Year Transfers"). See Exhibit B, Column 10.
- 262. The Kingate Global Two-Year Transfers and the Kingate Euro Two-Year Transfers were and continue to be Customer Property within the meaning of section 78*lll*(4) of SIPA, and are avoidable and recoverable under sections 548, 550(a) and 551 of the Bankruptcy Code and applicable provisions of SIPA, particularly section 78fff-2(c)(3).
 - 263. Of the Transfers, BLMIS made transfers to Kingate Global totaling at least

\$398,704,065 during the six years prior to the Filing Date (the "Kingate Global Six-Year Transfers). See Exhibit B, Column 11.

- 264. Of the Transfers, BLMIS made transfers to, or for the benefit of, Kingate Euro totaling at least \$475,485,759 during the six years prior to the Filing Date (the "Kingate Euro Six-Year Transfers"). See Exhibit B, Column 11.
- 265. The Kingate Global Six-Year Transfers and Kingate Euro Six-Year Transfers were and continue to be Customer Property within the meaning of section 78*lll*(4) of SIPA, and are avoidable and recoverable under sections 544, 550(a) and 551 of the Bankruptcy Code, applicable provisions of SIPA, particularly 78fff-2(c)(3), and applicable provisions of DCL sections 273 279.
- 266. On information and belief, the Management Defendants received subsequent transfers of the avoidable transfers in the form of fees from Kingate Euro and Kingate Global, which are recoverable under section 550(a) of the Bankruptcy Code (the "Management Defendants Subsequent Transfers").
- 267. On information and belief, the Ceretti and Grosso Shell Company Defendants received subsequent transfers of avoidable and recoverable transfers in the form of fees from the Management Defendants, which are recoverable under section 550(a) of the Bankruptcy Code (the "Ceretti and Grosso Shell Company Defendant Subsequent Transfers").
- 268. On information and belief, Ceretti and Grosso received subsequent transfers of avoidable and recoverable transfers in the form of fees from the Ceretti and Grosso Shell Company Defendants and/or the Management Defendants, which are recoverable under section 550(a) of the Bankruptcy Code (the "Ceretti and Grosso Subsequent Transfers").
- 269. On information and belief, Citi Hedge received subsequent transfers of the avoidable and recoverable transfers in the form of fees from Kingate Euro and Kingate Global,

which are recoverable under section 550(a) of the Bankruptcy Code (the "Citi Hedge Subsequent Transfers").

- 270. The Management Defendants Subsequent Transfers, the Ceretti and Grosso Shell Company Defendant Subsequent Transfers, Ceretti and Grosso Subsequent Transfers, and Citi Hedge Subsequent Transfers (collectively the "Subsequent Transfers") were made to, or for the benefit of, the Management Defendants, the Ceretti and Grosso Shell Company Defendants, Cerretti, Grosso, and Citi Hedge (collectively the "Subsequent Transferee Defendants").
- 271. The Subsequent Transfers, or the value thereof, are recoverable from the Subsequent Transferee Defendants under section 550(a) of the Bankruptcy Code.
- 272. To the extent that any of the recovery counts may be inconsistent with each other, they are to be treated as being pleaded in the alternative.
- 273. The Trustee's investigation is ongoing and the Trustee reserves the right to: (i) supplement the information regarding the Transfers and any additional transfers; and (ii) seek recovery of such additional transfers.

CUSTOMER CLAIMS

- 274. Kingate Global filed Customer Claim No. 15359 on or about July 2, 2009 and Kingate Euro filed Customer Claim No. 15358 on or about July 2, 2009, (collectively, the "Customer Claims"). To date, the Trustee has yet to determine the Customer Claims.
- 275. On December 23, 2008, this Court entered an Order on Application for Entry of an Order Approving Form and Manner of Publication and Mailing of Notices, Specifying Procedures for Filing, Determination, and Adjudication of Claim, and Providing Other Relief ("Claims Procedures Order"; Docket No. 12). The Claims Procedures Order includes a process for determination and allowance of claims under which the Trustee has been operating. The Trustee intends to pursue resolution of the Customer Claims, their objections and any other

related objections to the Trustee's determination of such claims through a separate hearing as contemplated by the Claims Procedures Order.

COUNT ONE PREFERENTIAL TRANSFERS 11 U.S.C. §§ 547(b), 550(a), AND 551

- 276. The Trustee incorporates by reference the allegations contained in the previous paragraphs of this Complaint as if fully rewritten herein.
- 277. At the time of each of the Kingate Global Preference Period Transfers and Kingate Euro Preference Period Transfers, Kingate Global and Kingate Euro were "creditors" of BLMIS within the meaning of section 101(10) of the Bankruptcy Code and under SIPA § 78fff-2(c)(3).
- 278. Each of the Kingate Global Preference Period Transfers and Kingate Euro Preference Period Transfers constitutes a transfer of an interest of BLMIS in property within the meaning of section 101(54) of the Bankruptcy Code and under SIPA § 78fff-2(c)(3).
- 279. Each of the Kingate Global Preference Period Transfers and Kingate Euro Preference Period Transfers was to, or for the benefit of, Kingate Global and Kingate Euro.
- 280. Each of the Kingate Global Preference Period Transfers and Kingate Euro

 Preference Period Transfers was made for, or on account of, an antecedent debt owed by BLMIS
 before such transfer was made.
- 281. Each of the Kingate Global Preference Period Transfers and Kingate Euro Preference Period Transfers was made while BLMIS was insolvent.
- 282. Each of the Kingate Global Preference Period Transfers and Kingate Euro Preference Period Transfers was made during the 90-day preference period under section

547(b)(4) of the Bankruptcy Code.

- 283. Each of the Kingate Global Preference Period Transfers and Kingate Euro
 Preference Period Transfers enabled Kingate Global and Kingate Euro to receive more than
 Kingate Global or Kingate Euro would receive if: (i) this case was a case under chapter 7 of the
 Bankruptcy Code; (ii) the transfers had not been made; and (iii) such transferee received
 payment of such debt to the extent provided by the provisions of the Bankruptcy Code.
- 284. Each of the Kingate Global Preference Period Transfers and Kingate Euro Preference Period Transfers constitutes a preferential transfer avoidable by the Trustee under section 547(b) of the Bankruptcy Code and recoverable from Kingate Global and Kingate Euro as initial transferees or the entities for whose benefit such transfers were made under section 550(a) of the Bankruptcy Code.
- 285. As a result of the foregoing, under sections 547(b), 550(a), and 551 of the Bankruptcy Code, and SIPA § 78fff-2(c)(3), the Trustee is entitled to a judgment: (i) avoiding and preserving the Kingate Global Preference Period Transfers and the Kingate Euro Preference Period Transfers; (ii) directing that the Kingate Global Preference Period Transfers and Kingate Euro Preference Period Transfers be set aside; and (iii) recovering the Kingate Global Preference Period Transfers and the Kingate Euro Preference Period Transfers, or the value thereof, from Kingate Global and Kingate Euro for the benefit of the estate of BLMIS.

COUNT TWO ACTUAL FRAUDULENT TRANSFER 11 U.S.C. §§ 548(a)(1)(A), 550(a), AND 551

(Against Kingate Global and Kingate Euro)

286. The Trustee incorporates by reference the allegations contained in the previous paragraphs of this Complaint as if fully rewritten herein.

- 287. Each of the Kingate Global Two-Year Transfers and the Kingate Euro Two-Year Transfers was made on or within two years before the Filing Date.
- 288. Each of the Kingate Global Two-Year Transfers and the Kingate Euro Two-Year Transfers constituted a transfer of an interest of BLMIS in property within the meaning of sections 101(54) and 548(a) of the Bankruptcy Code and under SIPA § 78fff-2(c)(3).
- 289. Each of the Kingate Global Two-Year Transfers and the Kingate Euro Two-Year Transfers were made by BLMIS with the actual intent to hinder, delay, or defraud some or all of BLMIS's then existing or future creditors. BLMIS made the Kingate Global Two-Year Transfers and the Kingate Euro Two-Year Transfers to, or for the benefit of, Kingate Global and Kingate Euro in furtherance of a fraudulent investment scheme.
- 290. Each of the Kingate Global Two-Year Transfers and the Kingate Euro Two-Year Transfers constitute a fraudulent transfer avoidable by the Trustee under section 548(a)(1)(A) of the Bankruptcy Code and recoverable from Kingate Global and Kingate Euro under section 550(a) of the Bankruptcy Code and SIPA § 78fff-(2)(c)(3).
- 291. As a result of the foregoing, under sections 548(a)(1)(A), 550(a), and 551 of the Bankruptcy Code, the Trustee is entitled to a judgment: (i) avoiding and preserving the Kingate Global Two-Year Transfers and the Kingate Euro Two-Year Transfers; (ii) directing that the Kingate Global Two-Year Transfers and the Kingate Euro Two-Year Transfers be set aside; and (iii) recovering the Kingate Global Two-Year Transfers and the Kingate Euro Two-Year Transfers, or the value thereof, from Kingate Global and Kingate Euro for the benefit of the estate of BLMIS.

COUNT THREE CONSTRUCTIVE FRAUDULENT TRANSFER 11 U.S.C. §§ 548(a)(1)(B), 550(a), AND 551

- 292. The Trustee incorporates by reference the allegations contained in the previous paragraphs of this Complaint as if fully rewritten herein.
- 293. Each of the Kingate Global Two-Year Transfers and the Kingate Euro Two-Year Transfers was made on or within two years before the Filing Date.
- 294. Each of the Kingate Global Two-Year Transfers and the Kingate Euro Two-Year Transfers constitutes a transfer of an interest of BLMIS in property within the meaning of sections 101(54) and 548(a) of the Bankruptcy Code and under SIPA § 78fff-2(c)(3).
- 295. BLMIS received less than a reasonably equivalent value in exchange for each of the Kingate Global Two-Year Transfers and the Kingate Euro Two-Year Transfers.
- 296. At the time of each of the Kingate Global Two-Year Transfers and the Kingate Euro Two-Year Transfers, BLMIS was insolvent, or became insolvent as a result of the Kingate Global Two-Year Transfers and the Kingate Euro Two-Year Transfers.
- 297. At the time of each of the Kingate Global Two-Year Transfers and the Kingate Euro Two-Year Transfers, BLMIS was engaged in a business or a transaction, or was about to engage in a business or a transaction, for which any property remaining with BLMIS was an unreasonably small capital.
- 298. At the time of each of the Kingate Global Two-Year Transfers and the Kingate Euro Two-Year Transfers, BLMIS intended to incur, or believed that it would incur, debts that would be beyond BLMIS's ability to pay as such debts matured.
- 299. Each of the Kingate Global Two-Year Transfers and the Kingate Euro Two-Year Transfers constitute fraudulent transfers avoidable by the Trustee under section 548(a)(1)(B) of

the Bankruptcy Code and recoverable from Kingate Global and Kingate Euro under section 550(a) and SIPA § 78fff-(2)(c)(3).

300. As a result of the foregoing, under sections 548(a)(1)(B), 550(a), and 551 of the Bankruptcy Code, the Trustee is entitled to a judgment against Kingate Global and Kingate Euro: (i) avoiding and preserving the Kingate Global Two-Year Transfers and the Kingate Euro Two-Year Transfers; (ii) directing that the Kingate Global Two-Year Transfers and the Kingate Euro Two-Year Transfers; and (iii) recovering the Two-Year Transfers, or the value thereof, from Kingate Global and Kingate Euro for the benefit of the estate of BLMIS.

COUNT FOUR ACTUAL FRAUDULENT TRANSFER – NEW YORK DEBTOR AND CREDITOR LAW §§ 276, 276-a, 278, AND/OR 279, AND 11 U.S.C. §§ 544, 550(a), AND 551

- 301. The Trustee incorporates by reference the allegations contained in the previous paragraphs of this Complaint as if fully rewritten herein.
- 302. At all times relevant to the Kingate Global Transfers and the Kingate Euro Transfers, there have been one or more creditors who have held and still hold matured or unmatured unsecured claims against BLMIS that are allowable under section 502 of the Bankruptcy Code or that are not allowable only under section 502(e) of the Bankruptcy Code.
- 303. Each of the Kingate Global Six-Year Transfers and Kingate Euro Six-Year Transfers constituted a conveyance by BLMIS as defined under DCL section 270.
- 304. Each of the Kingate Global Six-Year Transfers and Kingate Euro Six-Year Transfers was made by BLMIS with the actual intent to hinder, delay, or defraud the creditors of BLMIS. BLMIS made the Kingate Global Six-Year Transfers and Kingate Euro Six-Year Transfers to or for the benefit of Kingate Global and Kingate Euro in furtherance of a fraudulent

investment scheme.

305. Each of the Kingate Global Six-Year Transfers and Kingate Euro Six-Year Transfers was received by Kingate Global and Kingate Euro with actual intent to hinder, delay or defraud creditors of BLMIS at the time of each of the Kingate Global Six-Year Transfers and Kingate Euro Six-Year Transfers, and/or future creditors of BLMIS.

306. As a result of the foregoing, under DCL sections 276, 276-a, 278, and/or 279, sections 544(b), 550(a), and 551 of the Bankruptcy Code, and SIPA § 78fff-2(c)(3), the Trustee is entitled to a judgment against Kingate Global and Kingate Euro: (i) avoiding and preserving the Kingate Global Six-Year Transfers and Kingate Euro Six-Year Transfers; (ii) directing that the Kingate Global Six-Year Transfers and Kingate Euro Six-Year Transfers be set aside; (iii) recovering the Kingate Global Six-Year Transfers and Kingate Euro Six-Year Transfers, or the value thereof, from Kingate Global and Kingate Euro for the benefit of the estate of BLMIS; and (iv) recovering attorneys' fees from Kingate Global and Kingate Euro.

COUNT FIVE CONSTRUCTIVE FRAUDULENT TRANSFER – NEW YORK DEBTOR AND CREDITOR LAW §§ 273 AND 278, AND/OR 279, AND 11 U.S.C. §§ 544, 550(a), AND 551

- 307. The Trustee incorporates by reference the allegations contained in the previous paragraphs of the Complaint as if fully rewritten herein.
- 308. At all relevant times there was and is at least one or more creditors who held and hold matured or unmatured unsecured claims against BLMIS that were and are allowable under section 502 of the Bankruptcy Code or that were and are not allowable only under section 502(e) of the Bankruptcy Code.
 - 309. Each of the Kingate Global Six-Year Transfers and Kingate Euro Six-Year

Transfers constituted a conveyance by BLMIS as defined under DCL section 270.

- 310. BLMIS did not receive fair consideration for the Kingate Global Six-Year Transfers and Kingate Euro Six-Year Transfers.
- 311. BLMIS was insolvent at the time it made each of the Kingate Global Six-Year Transfers and Kingate Euro Six-Year Transfers or, in the alternative, BLMIS became insolvent as a result of each of the Kingate Global Six-Year Transfers and Kingate Euro Six-Year Transfers.
- 312. As a result of the foregoing, under DCL sections 273, 278, and/or 279, sections 544(b), 550(a), and 551 of the Bankruptcy Code, and SIPA § 78fff-2(c)(3), the Trustee is entitled to a judgment against Kingate Global and Kingate Euro: (i) avoiding and preserving the Kingate Global Six-Year Transfers and Kingate Euro Six-Year Transfers; (ii) directing that the Kingate Global Six-Year Transfers and Kingate Euro Six-Year Transfers be set aside; and (iii) recovering the Kingate Global Six-Year Transfers and Kingate Euro Six-Year Transfers, or the value thereof, from Kingate Global and Kingate Euro for the benefit of the estate of BLMIS.

COUNT SIX CONSTRUCTIVE FRAUDULENT TRANSFER – NEW YORK DEBTOR AND CREDITOR LAW §§274, 278 AND/OR 279, AND 11 U.S.C. §§ 544, 550(a), AND 551

- 313. The Trustee incorporates by reference the allegations contained in the previous paragraphs of the Complaint as if fully rewritten herein.
- 314. At all relevant times there was and is at least one or more creditors who held and hold matured or unmatured unsecured claims against BLMIS that were and are allowable under section 502 of the Bankruptcy Code or that were and are not allowable only under section 502(e) of the Bankruptcy Code.

- 315. Each of the Kingate Global Six-Year Transfers and Kingate Euro Six-Year Transfers constituted a conveyance by BLMIS as defined under DCL section 270.
- 316. BLMIS did not receive fair consideration for the Kingate Global Six-Year Transfers and Kingate Euro Six-Year Transfers.
- 317. At the time BLMIS made each of the Kingate Global Six-Year Transfers and Kingate Euro Six-Year Transfers, BLMIS was engaged or was about to engage in a business or transaction for which the property remaining in its hands after each of the Kingate Global Six-Year Transfers and Kingate Euro Six-Year Transfers was an unreasonably small capital.
- 318. As a result of the foregoing, under DCL sections 274, 278, and/or 279, sections 544(b), 550(a), and 551 of the Bankruptcy Code, and SIPA § 78fff-2(c)(3), the Trustee is entitled to a judgment against Kingate Global and Kingate Euro: (i) avoiding and preserving the Kingate Global Six-Year Transfers and Kingate Euro Six-Year Transfers; (ii) directing that the Kingate Global Six-Year Transfers and Kingate Euro Six-Year Transfers be set aside; and (iii) recovering the Kingate Global Six-Year Transfers and Kingate Euro Six-Year Transfers, or the value thereof, from Kingate Global and Kingate Euro for the benefit of the estate of BLMIS.

COUNT SEVEN CONSTRUCTIVE FRAUDULENT TRANSFER – NEW YORK DEBTOR AND CREDITOR LAW §§ 275, 278 AND/OR 279, AND 11 U.S.C. §§ 544, 550(a), AND 551

- 319. The Trustee incorporates by reference the allegations contained in the previous paragraphs of the Complaint as if fully rewritten herein.
- 320. At all relevant times there was and is at least one or more creditors who held and hold matured or unmatured unsecured claims against BLMIS that are allowable under section 502 of the Bankruptcy Code or that are not allowable only under section 502(e) of the

Bankruptcy Code.

- 321. Each of the Kingate Global Six-Year Transfers and Kingate Euro Six-Year Transfers constituted a conveyance by BLMIS as defined under DCL section 270.
- 322. BLMIS did not receive fair consideration for the Kingate Global Six-Year Transfers and Kingate Euro Six-Year Transfers.
- 323. At the time BLMIS made each of the Kingate Global Six-Year Transfers and Kingate Euro Six-Year Transfers, BLMIS had incurred, was intending to incur, or believed that it would incur debts beyond its ability to pay them as the debts matured.
- 324. As a result of the foregoing, under DCL sections 275, 278, and/or 279, sections 544(b), 550(a), and 551 of the Bankruptcy Code, and SIPA § 78fff-2(c)(3), the Trustee is entitled to a judgment against Kingate Global and Kingate Euro: (i) avoiding and preserving the Kingate Global Six-Year Transfers and Kingate Euro Six-Year Transfers; (ii) directing that the Kingate Global Six-Year Transfers and Kingate Euro Six-Year Transfers be set aside; and (iii) recovering the Kingate Global Six-Year Transfers and Kingate Euro Six-Year Transfers, or the value thereof, from the Kingate Global and Kingate Euro for the benefit of the estate of BLMIS.

COUNT EIGHT

RECOVERY OF ALL FRAUDULENT TRANSFERS – NEW YORK CIVIL PROCEDURE LAW AND RULES 203(g), 213(8) AND NEW YORK DEBTOR AND CREDITOR LAW §§ 276, 276-a, 278, AND/OR 279, 11 U.S.C. §§ 544, 550(a), AND 551

- 325. The Trustee incorporates by reference the allegations contained in the previous paragraphs of this Complaint as if fully rewritten herein.
- 326. At all times relevant to the Kingate Global Transfers and the Kingate Euro Transfers, the fraudulent scheme perpetrated by BLMIS was not reasonably discoverable by at least one unsecured creditor of BLMIS.

- 327. Each of the Kingate Global Transfers and Kingate Euro Transfers constituted a conveyance by BLMIS as defined under DCL section 270.
- 328. Each of the Kingate Global Transfers and the Kingate Euro Transfers was made by BLMIS with the actual intent to hinder, delay, or defraud the creditors of BLMIS. BLMIS made the Transfers to or for the benefit of Kingate Global and Kingate Euro in furtherance of a fraudulent investment scheme.
- 329. Each of the Kingate Global Transfers and the Kingate Euro Transfers was received by Kingate Global and Kingate Euro with actual intent to hinder, delay or defraud creditors of BLMIS at the time of each of the Kingate Global Transfers and the Kingate Euro Transfers, and/or future creditors of BLMIS.
- 330. As a result of the foregoing, under NY CPLR 203(g), 213(8), DCL sections 276, 276-a, 278, and/or 279, sections 544(b), 550(a), and 551 of the Bankruptcy Code, and SIPA § 78fff-2(c)(3), the Trustee is entitled to a judgment against Kingate Global and Kingate Euro: (i) avoiding and preserving the Kingate Global Transfers and the Kingate Euro Transfers; (ii) directing that the Kingate Global Transfers and the Kingate Euro Transfers be set aside; (iii) recovering the Kingate Global Transfers and the Kingate Euro Transfers, or the value thereof, from Kingate Global and Kingate Euro for the benefit of the estate of BLMIS; and (iv) recovering attorneys' fees from Kingate Global and Kingate Euro.

COUNT NINE RECOVERY OF SUBSEQUENT TRANSFERS – NEW YORK DEBTOR AND CREDITOR LAW §§ 273 – 279 AND 11 U.S.C. §§ 544, 547(b), 548, 550(a), AND 551

(Against the Subsequent Transferee Defendants)

- 331. The Trustee incorporates by reference the allegations contained in the previous paragraphs of this Complaint as if fully rewritten herein.
 - 332. Each of the Kingate Global Transfers and Kingate Euro Transfers is avoidable

under section 78fff-2(c)(3) of SIPA, DCL sections 273, 274, 275, 276, 276-a, 277, 278 and/or 279, and sections 544, 547, 548(a), 550(a), and 551 of the Bankruptcy Code and constitutes a transfer of an interest of BLMIS in property within the meaning of section 101(54) of the Bankruptcy Code and under SIPA § 78fff-2(c)(3).

- 333. On information and belief, the Subsequent Transferee Defendants received Subsequent Transfers, which are recoverable under section 550(a) of the Bankruptcy Code.
- 334. The Subsequent Transferee Defendants were immediate or mediate transferees of some or all of the Kingate Global Transfers and Kingate Euro Transfers under section 550(a) of the Bankruptcy Code.
- 335. Each of the Subsequent Transfers was made directly or indirectly to, or for the benefit of, the Subsequent Transferee Defendants.
- 336. Each of the Subsequent Transfers was received by the Subsequent Transferee Defendants with actual intent to hinder, delay, or defraud creditors of BLMIS at the time of each of the Subsequent Transfers, and/or future creditors of BLMIS.
- 337. As a result of the foregoing and the avoidance of the within Transfers, pursuant to DCL sections 273 279, sections 544, 547(b), 548(a), 550(a), and 551 of the Bankruptcy Code and SIPA § 78fff-2(c)(3), the Trustee is entitled to a judgment against the Subsequent Transferee Defendants recovering the Subsequent Transfers, or the value thereof, from the Subsequent Transferee Defendants for the benefit of the estate of BLMIS and recovering attorneys' fees from the Subsequent Transferee Defendants.

COUNT TEN DISALLOWANCE OF CUSTOMER CLAIMS

(Against Kingate Global and Kingate Euro)

338. The Trustee incorporates by reference the allegations contained in the previous

paragraphs of this Complaint as if fully rewritten herein.

- 339. Kingate Global and Kingate Euro filed Customer Claims, which have not yet been determined.
- 340. Such Customer Claims should not be allowed pursuant to section 502(d) of the Bankruptcy Code, as Kingate Global and Kingate Euro, who filed the Customer Claims are the recipient(s) of transfers of BLMIS's property which are avoidable and recoverable under sections 544, 547, 548 and/or 550(a) of the Bankruptcy Code, DCL sections 273, 274, 275 and 276 and section 78fff-2(c)(3) as set forth above, and Kingate Global and Kingate Euro have not returned the transfers to the Trustee.
- 341. The Claims Procedures Order includes a process for determination and allowance of claims under which the Trustee has been operating. As a result of the foregoing, the Trustee intends to resolve the Customer Claims of Kingate Global and Kingate Euro, the Claims Objections, and any related objections through the mechanisms contemplated by the Claims Procedures Order.

COUNT ELEVEN EQUITABLE SUBORDINATION OF CUSTOMER CLAIMS

- 342. The Trustee incorporates by reference the allegations contained in the previous paragraphs of this Complaint as if fully rewritten herein.
- 343. Kingate Global and Kingate Euro, engaged in inequitable conduct, including behavior described in this Complaint, that has resulted in injury to the customers and creditors of the estate and has conferred an unfair advantage on Kingate Global and Kingate Euro.
- 344. Based on the inequitable conduct of Kingate Global and Kingate Euro, the customers of BLMIS have been misled as to the true financial condition of the debtor, customers

have been induced to invest without knowledge of the actual facts regarding BLMIS's financial condition, and/or customers and creditors are less likely to recover the full amounts due to them because of the conduct of Kingate Global and Kingate Euro.

- 345. The Court should exercise the full extent of its equitable powers to ensure that claims, payments, or benefits, of whatever kind or nature, which are asserted or sought by Kingate Global and Kingate Euro directly or indirectly against the estate and only to the extent such claims are allowed are subordinated for distribution purposes pursuant to sections 510(c)(1) and 105(a) of the Bankruptcy Code.
- 346. Equitable subordination as requested herein is consistent with the provisions and purposes of the Bankruptcy Code.

COUNT TWELVE UNJUST ENRICHMENT

(Against Ceretti, Grosso, the Management Defendants, the Ceretti and Grosso Shell Company Defendants, and Citi Hedge)

- 347. The Trustee incorporates by reference the allegations contained in the previous paragraphs of this Complaint as if fully rewritten herein.
- 348. Ceretti, Grosso, the Management Defendants, the Ceretti and Grosso Shell
 Company Defendants, and Citi Hedge have been unjustly enriched by profiting from Madoff's
 Ponzi scheme. They have wrongfully and unconscionably benefited from the receipt of
 Customer Property from BLMIS, for which they did not, in good faith, provide fair value.
- 349. These proceeds took the form of, among other things, retrocession fees, management fees, consulting fees, advisery fees, incentive fees, and interest payments. None of this money has been returned to the Trustee for distribution in the liquidation of the BLMIS estate.
 - 350. Accordingly, equity and good conscience require full restitution of all proceeds of

the illegal scheme, all of which should rightfully be returned to the Trustee for distribution in the liquidation of the BLMIS estate.

COUNT THIRTEEN CONVERSION

(Against Ceretti, Grosso, the Management Defendants, the Ceretti and Grosso Shell Company Defendants, and Citi Hedge)

- 351. The Trustee incorporates by reference the allegations contained in the previous paragraphs of this Complaint as if fully rewritten herein.
- 352. BLMIS customers have the possessory right to and interest in the billions of dollars they personally invested with BLMIS.
- 353. Ceretti, Grosso, the Management Defendants, the Ceretti and Grosso Shell Company Defendants, and Citi Hedge have intentionally exercised dominion and control over Customer Property in a manner inconsistent with and in willful disregard of the solvency of the BLMIS estate. These Defendants are therefore liable for having wrongfully converted these monies and are now obligated to return all such monies to the Trustee for distribution in the liquidation of the BLMIS estate.

COUNT FOURTEEN MONEY HAD AND RECEIVED

(Against All Defendants)

- 354. The Trustee incorporates by reference the allegations contained in the previous paragraphs of this Complaint as if fully rewritten herein.
- 355. The Defendants are currently in possession of, or have control over, Customer Property. These monies belong to the customer fund under the Trustee's control. The Defendants have no lawful or equitable right to these monies, having obtained the monies through fraud, deceit, or mistake.

356. In equity and good conscience, the Defendants may not retain possession or control of these monies, which rightfully belong to the customer fund under the Trustee's control. The Defendants are obligated to return all such monies to the Trustee for distribution in the liquidation of the BLMIS estate.

COUNT FIFTEEN DECLARATORY JUDGMENT PURSUANT TO 28 U.S.C. § 2201

(Against Bank Bermuda)

- 357. The Trustee incorporates by reference the allegations contained in the previous paragraphs of this Complaint as if fully rewritten herein.
- 358. Bank Bermuda is currently in possession of, or has control over, Customer Property.
- 359. The specific monies currently remaining in the Bank Bermuda Accounts constitute improper transfers to those accounts by BLMIS. These monies belong to the customer fund under the Trustee's control. The Trustee is entitled to a judgment pursuant to 28 U.S.C. § 2201 declaring that Bank Bermuda is obligated to return all remaining monies to the Trustee for distribution in the liquidation of the BLMIS estate.

WHEREFORE, the Trustee respectfully requests that this Court enter judgment in favor of the Trustee and against Defendants as follows:

i. On the First Count, under sections 547(b), 550(a), and 551 of the Bankruptcy

Code, and SIPA § 78fff-2(c)(3), the Trustee is entitled to a judgment: (i) avoiding and

preserving the Kingate Global Preference Period Transfers and the Kingate Euro Preference

Period Transfers; (ii) directing that the Kingate Global Preference Period Transfers and Kingate

Euro Preference Period Transfers be set aside; and (iii) recovering the Kingate Global Preference

Period Transfers and the Kingate Euro Preference Period Transfers, or the value thereof, from

Kingate Global and Kingate Euro for the benefit of the estate of BLMIS;

- ii. On the Second Count, under sections 548(a)(1)(A), 550(a), and 551 of the Bankruptcy Code, the Trustee is entitled to a judgment: (i) avoiding and preserving the Kingate Global Two-Year Transfers and the Kingate Euro Two-Year Transfers; (ii) directing that the Kingate Global Two-Year Transfers and the Kingate Euro Two-Year Transfers be set aside; and (iii) recovering the Kingate Global Two-Year Transfers and the Kingate Euro Two-Year Transfers, or the value thereof, from Kingate Global and Kingate Euro for the benefit of the estate of BLMIS;
- iii. On the Third Count, under sections 548(a)(1)(B), 550(a), and 551 of the Bankruptcy Code, the Trustee is entitled to a judgment against Kingate Global and Kingate Euro: (i) avoiding and preserving the Kingate Global Two-Year Transfers and the Kingate Euro Two-Year Transfers; (ii) directing that the Kingate Global Two-Year Transfers and the Kingate Euro Two-Year Transfers; and (iii) recovering the Two-Year Transfers, or the value thereof, from Kingate Global and Kingate Euro for the benefit of the estate of BLMIS;
- iv. On the Fourth Count, under DCL sections 276, 276-a, 278 and/or 279, sections 544(b), 550(a), and 551 of the Bankruptcy Code, and SIPA § 78fff-2(c)(3), the Trustee is entitled to a judgment against Kingate Global and Kingate Euro: (i) avoiding and preserving the Kingate Global Six-Year Transfers and Kingate Euro Six-Year Transfers; (ii) directing that the Kingate Global Six-Year Transfers and Kingate Euro Six-Year Transfers be set aside; (iii) recovering the Kingate Global Six-Year Transfers and Kingate Euro Six-Year Transfers, or the value thereof, from Kingate Global and Kingate Euro for the benefit of the estate of BLMIS; and (iv) recovering attorneys' fees from Kingate Global and Kingate Euro;
- v. On the Fifth Count, under DCL sections 273, 278 and/or 279, sections 544(b), 550(a), and 551 of the Bankruptcy Code, and SIPA § 78fff-2(c)(3), the Trustee is entitled to a

judgment against Kingate Global and Kingate Euro: (i) avoiding and preserving the Kingate Global Six-Year Transfers and Kingate Euro Six-Year Transfers; (ii) directing that the Kingate Global Six-Year Transfers and Kingate Euro Six-Year Transfers be set aside; and (iii) recovering the Kingate Global Six-Year Transfers and Kingate Euro Six-Year Transfers, or the value thereof, from Kingate Global and Kingate Euro for the benefit of the estate of BLMIS;

- vi. On the Sixth Count, under DCL sections 274, 278 and/or 279, sections 544(b), 550(a), and 551 of the Bankruptcy Code, and SIPA § 78fff-2(c)(3), the Trustee is entitled to a judgment against Kingate Global and Kingate Euro: (i) avoiding and preserving the Kingate Global Six-Year Transfers and Kingate Euro Six-Year Transfers; (ii) directing that the Kingate Global Six-Year Transfers and Kingate Euro Six-Year Transfers be set aside; and (iii) recovering the Kingate Global Six-Year Transfers and Kingate Euro Six-Year Transfers, or the value thereof, from Kingate Global and Kingate Euro for the benefit of the estate of BLMIS;
- vii. On the Seventh Count, under DCL sections 275, 278 and/or 279, sections 544(b), 550(a), and 551 of the Bankruptcy Code, and SIPA § 78fff-2(c)(3), the Trustee is entitled to a judgment against Kingate Global and Kingate Euro: (i) avoiding and preserving the Kingate Global Six-Year Transfers and Kingate Euro Six-Year Transfers; (ii) directing that the Kingate Global Six-Year Transfers and Kingate Euro Six-Year Transfers be set aside; and (iii) recovering the Kingate Global Six-Year Transfers and Kingate Euro Six-Year Transfers, or the value thereof, from the Kingate Global and Kingate Euro for the benefit of the estate of BLMIS;
- viii. On the Eighth Count, under NY CPLR 203(g), 213(8), DCL sections 276, 276-a, 278 and/or 279, sections 544(b), 550(a), and 551 of the Bankruptcy Code, and SIPA § 78fff-2(c)(3), the Trustee is entitled to a judgment against Kingate Global and Kingate Euro: (i) avoiding and preserving the Kingate Global Transfers and the Kingate Euro Transfers; (ii) directing that the Kingate Global Transfers and the Kingate Euro Transfers be set aside; (iii)

recovering the Kingate Global Transfers and the Kingate Euro Transfers, or the value thereof, from Kingate Global and Kingate Euro for the benefit of the estate of BLMIS; and (iv) recovering attorneys' fees from Kingate Global and Kingate Euro;

- ix. On the Ninth Count, under DCL sections 273 279, 544, 547(b), 548(a), 550(a), and 551 of the Bankruptcy Code and SIPA § 78fff-2(c)(3), the Trustee is entitled to a judgment recovering the Subsequent Transfers, or the value thereof, from the Subsequent Transferee Defendants for the benefit of the estate of BLMIS and recovery attorneys' fees from the Subsequent Transferee Defendants;
- x. On the Tenth Count, that the Customer Claims shall be disallowed pursuant to section 502(d) of the Bankruptcy Code;
- xi. On the Eleventh Count, that the Customer Claims, to the extent allowed, shall be subordinated for distribution purposes pursuant to sections 510(c)(1) and 105(a) of the Bankruptcy Code.
- xii. On the Twelfth Count, that defendants to this count be found liable for unlawfully converting the investors' assets and be held liable for the restitution of such assets;
- xiii. On the Thirteenth Count, that defendants to this count return and all monies received as a result from any and all of their business associated with the Kingate Funds;
- xiv. On the Fourteenth Count, such compensatory, consequential, general, and punitive damages in an amount to be determined at trial;
- xv. On the Fifteenth Count, a declaratory judgment pursuant to 28 U.S.C. § 2201 that Bank Bermuda shall return all monies remaining in the Bank Bermuda Accounts to the Trustee for the benefit of the customer fund.
- xvi. On all Counts, under federal common law and N.Y. CPLR 5001, 5004, awarding the Trustee prejudgment interest from the date on which the Initial or Subsequent Transfers were

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received by Defendants;

xvii. On all Counts, establishment of a constructive trust over the proceeds of the Initial

and Subsequent Transfers in favor of the Trustee for the benefit of BLMIS's estate;

xviii. On all Counts, assignment of Defendants' right to seek refunds from the

government for federal, state, and local taxes paid on fictitious profits during the course of the

scheme;

xix. Awarding the Trustee all applicable interest, costs, and disbursements of this

action; and

xx. Granting Plaintiff such other, further, and different relief as the Court deems just,

proper, and equitable.

Dated: May 20, 2011

/s/ David J. Sheehan

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Of Counsel:

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BLMIS Account Name	BLMIS Account Number
KINGATE GLOBAL FUND LTD C/O BANK OF BERMUDA LTD A/C/F KINGATE GLOBAL FUND	1FN061
KINGATE EURO FUND LTD	1FN086

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Column 12 Full History	Cash Withdrawals		(54)	(24)	(24)	(6)	(103)	(40)	(81)	(255)	(102)	(62)	(62)	(57)	(11)	(45)	(120)	(06)	-	(35)	(30)			8	§		•	2	9	(17)		- (101)	(121)	(11)	1	(29)	(29)	(126)	(19)	(57)	(16)	(12)	(95)	(37)	(66)		(27)	(39)	(31)	(464)	(55)	(173)	(84)	(155)	(227)	
Column 11 6-Year	Cash Withdrawals			•												•							ŀ						•			•		٠	•			•			•			•			•			•			•	•		
Column 10 2-Year	Cash Withdrawals			•																			ŀ									•			•						•			•												
Column 9	Transfers																														٠				•		٠				•						•									
Column 8	Principal	1,370,000	1,553,000	1,554,922	1,554,894	1,554,885	1,554,782	1,554,656	1,554,575	1,554,319	1,554,21/	1,554,099	1,554,020	1,553,963	1,553.944	1,553,899	1,553,779	1,553,689	1,663,621	1,663,587	1,663,557	1,003,348	1,663,403	1,663,330	1,663,234	1,663,07/	1,662,918	1,662,885	1,662,868	1,662,779	1,662,767	1,662,779	1,662,659	1,662,644	3,292,644	3,292,614	3,292,443	3,292,317	3.292,237	3,292,119	3,292,103	3,292,036	3,291,980	3,291,943	3.291,715	4,086,715	4,086,687	4,086,648	4,086,538	4,086,074	4,086,019	4,085,658	4,085,574	4,085,419	4,083,099	
Column 7	Principal Out	٠																					ŀ											١										•			•									
Column 6	Principal In																														٠				•		٠				•						•									
Column 5	Cash Withdrawals		(54)	(24)	(24)	(6)	(103)	(40)	(81)	(255)	(102)	(62)	(6L)	(57)	(E)	(45)	(120)	(06)	(90)	(35)	(30)	(8)	(87)	(74)	(95)	(157)	(42)	(33)	(12)	(II)	(13)	13	(121)	(11)	1 (00)	(29)	(67)	(126)	(80)	(57)	(16)	(55)	(99)	(37)	(65)	-	(27)	(39)	(31)	(464)	(52)	(173)	(84)	(155)	(227)	
Column 4	Cash Deposits	1,370,000	183,000																110,000																1,630,000						•					795,000	•									
Column 3 Transaction Amount	Keported in Customer Statement	1,370,000	185,000	(24)	(4)	(6)	(103)	(40)	(18)	(255)	(201)	(62)	(6L)	(57)		(45)	(120)	(06)	110,000	(35)	(30)	(8)	(87)	(74)	(95)	(157)	(42)	(33)	(11)	(IL)	(13)	13	(121)	(11)	1,630,000	(29)	(29)	(126)	(80)	(57)	(16)	(12)	(56)	(37)	(66)	795,000	(27)	(39)	(31)	(464)	(32)	(173)	(84)	(155)	(227)	
Column 2	<u>Iransaction</u> <u>Description</u>	CHECK WIRE	WH TAX DIV CCI	FIDELITY CASH RESERVES SBI W/H TAX DIV FCRXX	W/H TAX DIV BA	W/H TAX DIV INTC	W/H TAX DIV F	W/H TAX DIV IBM	W/H TAX DIV GM	W/H TAX DIV XON	W/H TAX DIV MOB	W/H TAX DIV JNJ	W/H TAX DIV DD	W/H TAX DIV ARC	WH TAX DIV AIG	W/H TAX DIV PEP	W/H TAX DIV MRK	W/H TAX DIV KO	CHECK WIRE	W/H TAX DIV WMT	W/H TAX DIV HWP	FIDELLIT CASH RESERVES SBI W/H TAX DIV FUKAX W/H TAX DIV DOW	W/H TAX DIV AIT	W/H TAX DIV NYN	W/H TAX DIV BEL	W/H TAX DIV I	W/H TAX DIV PNU	W/H TAX DIV AXP	FIDELITY CASH RESERVES SBI W/H TAX DIV FCRXX	W/H TAX DIV CCI	W/H TAX DIV AIG	AMERICAN INTL GROUP INC CXL W/H TAX 5/07/96 AIG	W/H TAX DIV F	W/H TAX DIV INTC	CHECK WIRE	W/H TAX DIV BA W/H TAX DIV AN	W/H TAX DIV IBM	W/H TAX DIV MOB	W/H TAX DIV JNJ W/H TAX DIV BAC	W/H TAX DIV MMM	W/H TAX DIV MCD	W/H LAA DIV AIG FIDELITY CASH RESERVES SBI W/H TAX DIV FCRXX	W/H TAX DIV PEP	W/H TAX DIV WMT	W/H TAX DIV KO	CHECK WIRE	W/H TAX DIV SLB	W/H TAX DIV HWP W/H TAX DIV C	FIDELITY CASH RESERVES SBI W/H TAX DIV FCRXX	W/H TAX DIV GE	W/H TAX DIV DOW W/H TAX DIV BEI	W/H TAX DIV AT	W/H TAX DIV PNU	W/H TAX DIV NYN	W/H TAX DIV BMY	
Column 1	Date		2/20/1996				3/1/1996							3/15/1996		2		4/1/1996				4/30/1996				5/1/1996		П	5/14/1996		,		6/3/1996			6/1/1996	П		6/12/1996			6/25/1996		7/1/1996		Н	7/5/1996	7/10/1996	ш	7/25/1996		8/1/1996	9661/1/8	8/1/1996	8/1/1996	

98-01380-somb Doc 5938-1 Fileileol206802414 Erfenteneol206802414014511820 Exfambil	opit A
Column 12 Column	(323) (323) (386) (586) (17) (127) (127) (454) (550) (454)
Column 11 6-Year Cash Withdrawals	
Column 10 2-Year Cash Withdrawals	
Column 9 90-Day Preferential Transfers	
Balance of Principal 4,084,831 4,624,720 4,624,4720 4,624,4720 4,624,4720 4,624,4720 4,624,4720 4,624,4720 4,624,4720 4,624,4720 4,624,4720 4,624,4720 4,624,4720 4,621,845 4,622,3386 4,623,339 4,771,442 4,771	8,523,312 8,523,266 8,522,946 8,522,368 8,522,291 8,522,164 8,521,711 8,521,161 8,521,161
Column 7 Transfers of Principal Out	
Column 6 Transfers of Principal In	
Column 5 Cash Withdrawals (42) (66) (66) (178)	(43) (323) (323) (386) (52) (17) (127) (454) (454)
Column 4 Cash Deposits 340,000 150,000 150,000 11,000,000 11,000,000 (11,000,000) 380,000 380,000	1,200,000
Column 3 Transaction Amount Reported in Reported in (42) 540,000 (66) (178) (189) (180) (200) (201) (20	1,200,000 (43) (323) (323) (58) (57) (17) (17) (454) (550) (550) (454)
Transaction Description WH TAX DIV EK CHECK WIRE WH TAX DIV AXP WH TAX DIV AXP WH TAX DIV CAL WH TAX DIV DIS WH TAX DIV DIS WH TAX DIV DIS WH TAX DIV DIV WH TAX DIV W	CHECK WIREE FIDELITY SPARTAN US TREASURY MONEY MARKET WH TAX DIV CCI WH TAX DIV CCI WH TAX DIV FO WH TAX DIV BA WH TAX DIV BO WH TAX DIV BO WH TAX DIV BO WH TAX DIV BO
m 1 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	2/6/1997 2/20/1997 3/3/1997 3/3/1997 3/3/1997 3/7/1997 3/7/1997 3/7/1997 3/7/1997

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D06 6938-1 FileUe020609414 Ententene020609414014514820 Extanbitoni A ା ରହ୍ନ ଅଞ୍ଚଳ ଅଞ୍ଚଳ ଅଞ୍ଚଳ ଅଞ୍ଚଳ ଅଞ୍ଚଳ ବର୍ଷ ଅଧିକ ଅଞ୍ଚଳ ଅଞ୍ଳ ଅଞ୍ଚଳ ଅଞ୍

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98	<u>>-01</u> 329-s911b	₽06 9938-1 FilEile0206	26692414 Erfterero206892414014514820 Extrabitori A (19) 30 01 410 (19) (19) (19) (19) (19) (19) (19) (19)	
Column 12 Full History Cash Withdrawals	(839) (125) (125) (125) (136) (1319) (1319) (1319)	(760) (709) (1988) (1488) (146) (1579) (1,319) (1,219) (1,213) (1,213) (1,213) (1,213) (1,213) (1,213) (1,213) (1,213)	(1.75) (1.75)	(2,626) (4,033)
Column 11 6-Year Cash Withdrawals				
Column 10 2-Year Cash Withdrawals				
Column 9 90-Day Preferential Transfers				
Column 8 Balance of Principal	27,886,702 27,886,650 27,886,525 27,885,867 27,885,401 27,884,082 31,183,443 31,183,440 34,683,440	34.682.680 34.682.461 34.682.461 34.680.973 34.680.827 43.680.248 43.670.686 43.676.885 43.676.887 43.676.873 43.671.136 43.671.136 43.671.136 43.676.873 43.676.873 43.676.873 43.676.873 43.676.137 43.676.137 43.662.252 43.662.268 43.666.268	43.666.094 43.666.094 43.666.242 50.666.242 50.666.242 50.666.242 50.666.3721 50.666.523 50.663.721 50.663.337 60.155.323	75,307,321
Column 7 <u>Transfers of</u> <u>Principal Out</u>				
Column 6 Transfers of Principal In				
Column 5 Cash Withdrawals	(839) (52) (125) (658) (658) (466) (1,319) (639) (3)	(760) (198) (146) (146) (146) (1319) (1,231) (1,231) (1,231) (1,231) (1,231) (1,231) (1,231) (1,231) (1,248) ((153) (173)	(4,033)
Column 4 <u>Cash</u> <u>Deposits</u>	3,300,000	9,000,000	7,000,000	
Column 3 Transaction Amount Reported in Customer Statement	(839) (22) (125) (125) (638) (466) (1,319) 3,300,000 (639) (3) 3,500,000	(760) (108) (108) (1488) (1488) (1489) (62) (62) (1319) (1319) (1211)	(16) (388) (388) (388) (388) (388) (323) (1,731) (3,069) (1,999) (1,999) (1,999) (1,999) (2,772) (2,472) (2,472) (2,417) (3,418) (3,518) (4,1865) (4,1865) (4,1865) (4,1865) (4,1865) (4,1865) (4,1865) (4,1865) (4,1865) (4,1865) (4,1865) (4,1866) (4,186) (4,1866) (4	(4,033)
Column 2 Transaction Description	WH TAX DIV KO HIDELITY SPARTAN US TREASURY MONEY MARKET WH TAX DIV NB WH TAX DIV NB WH TAX DIV NB WH TAX DIV NR WH TAX DIV NR CHECK WIRE FIDELITY SPARTAN US TREASURY MONEY MARKET CHECK WIRE	WH TAX DIV CCI FIDELITY SPARTAN US TREASURY MONEY MARKET WH TAX DIV MER WH TAX DIV FE WH TAX DIV FE WH TAX DIV BA WH TAX DIV SPARTAN WH TAX DIV AND WH TAX DIV ARC	WH TAX DIV SUB WH TAX DIV WMT CHECK WIRE WH TAX DIV WMT CHECK WIRE WH TAX DIV HWP HDELITY SPARTAN US TREASURY MONEY MARKET WH TAX DIV BEL WH TAX DIV BOL WH TAX DIV WIR WH	
-		WH TAX DIV CCI FIDELITY SPARTAN WH TAX DIV MER WH TAX DIV F WH TAX DIV BA WH TAX DIV AND		W/H TAX DIV BMY W/H TAX DIV BEL
Column 1 <u>Date</u>	12/15/1997 12/17/1997 12/12/1998 172/1998 172/1998 172/1998 17/1998 17/1998 17/1998	2/19/1998 2/24/1998 2/24/1998 3/21/1998 3/10/1998 3/10/1998 3/10/1998 3/10/1998 3/10/1998 3/13/1998 3/13/1998 3/13/1998	3/17/1998 4/3/1988 4/3/1988 4/3/1998 4/3/1998 4/3/1998 5/3/1998 5/3/1998 5/3/1998 6/3/1998	8/3/1998

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Column 12 Full History	Withdrawals	(3,580)	(734) (8) (425)	(454)	- ' (0)	(314)	(1,856)	(3.920)	(3,269)	(961)	(855)	- 6	(2)	- 20			(2,24	6 2,8,7)	4. (1)	<u>2</u> 9	(3,122)	(5,877)	(3,702)	(1,827)	(613)	(3,778)	(35)	(2,182)	(2,070)	(14)	- (13)	(755)	(873)	(160)	(515)	(100,1)	(3,558)	(9,558)	(3,134)	(3,913)	(25)	(1,271)	(929)
Column 11 6-Year Gach	Withdrawals											٠																								١		•					•
Column 10 2-Year Coch	Withdrawals																																			•							•
Column 9 90-Day	Transfers																																			٠		•					
Column 8	Principal	75,303,740 75,301,527 75,301,517 85,301,517	85,300,776 85,300,776 85,300,350	85,299,896	91,299,894	91,299,873	91,297,705	91,297,374	91,290,185	91,287,978	91,286,162	99,286,162	100,786,159	105,786,159	105,783,324	105,783,323	105,774,225	105,770,790	105,769,518	110,769,515	110,766,393	110,757,394	110,755,386	110,749,857	110,749,244	110,740,697	114,740,662	114,738,480	112,736,410	112,735,396	119,735,799	119,734,992	119,734,119	119,732,309	119,731,794	124,730,493	124,726,935	124,713,058	124,709,923	124,704,892	124,704,867	129,703,596	129,702,667
Column 7	Principal Out																																			٠		•					•
Column 6	Principal In																														7,000,000												•
Column 5	Withdrawals	(3,580) (2,213) (9)	(734) (8) (425)	(454)	- '65	(314)	(1,856)	(3.920)	(3,269)	(1961)	(855)	' ((7)	- 0 511)	(324)	(1)	(5,244)	(2,806)	(1,271)	(c) -	(3,122)	(5,877)	(3,702)	(1,827)	(613)	(3,778)	(35)	(2,182)	(2,070)	(14)	- (15)	(755)	(873)	(160)	(515)	(100(1)	(3,558)	(9,558)	(3,134)	(3,913)	(25)	(1,271)	(929)
Column 4	Deposits	10,000,000			1,000,000						5,000,000	3,000,000	1,500,000	5,000,000						5,000,000						- 000 000	-,000,000,									5,000,000		•			- 000 000 5	-	•
Column 3 Transaction Amount Denominal in	Customer Statement	(3,580) (2,213) (9) 10,000,000	(734) (8) (425)	(454)	1,000,000 5,000,000	(19)	(1,856)	(38)	(3,269)	(961)	(855)	3,000,000	1,500,000	5,000,000	(324)	(1)	(5,244)	(2,806)	(1,271)	5,000,000	(3,122)	(5,877)	(3,702)	(1,827)	(613)	(3,778)	4,000,000	(2,182)	(2,070)	(14)	7,000,000	(755)	(873)	(160)	(515)	5,000,000	(3,558)	(9,558)	(3,134)	(3,913)	5 000 000	(1,271)	(929)
Column 2 Trenscention	<u>Description</u>	W/H TAX DIV T WH TAX DIV AIT FIDELITY SPARTAN US TREASURY MONEY MARKET CHECK WINE SPARTAN	W/H TAX DIV AXP FIDELITY SPARTAN US TREASURY MONEY MARKET W/H TAX DIV MCD	W/H TAX DIV PEP FIDELITY SPARTAN US TREASURY MONEY MARKET	CHECK WRE CHECK WRE	FIDELLIY SPARLAN US TREASURY MONEY MARKET W/H TAX DIV MCD	W/H TAX DIV KO W/H TAX DIV AIG	FIDELITY SPARTAN US TREASURY MONEY MARKET W/H TAX DIV BAC	W/H TAX DIV MRK	WH TAX DIV PEP	W/H TAX DIV WMT CHECK WIRE	CHECK WIRE	FIDELLIY SPAKIAN US IKEASUKY MONEY MAKKET CHECK WIRE	CHECK WIRE W/H TAX DIV PG	W/H TAX DIV TXN	FIDELITY SPARTAN US TREASURY MONEY MARKET W/H TAX DIV C	W/H TAX DIV F	W/H IAX DIV WFC W/H TAX DIV INTC	W/H TAX DIV BA	CHECK WRE	W/H TAX DIV JNJ W/H TAX DIV GM	W/H TAX DIV XON	W/H TAX DIV IBM W/H TAX DIV DD	W/H TAX DIV PEP	W/H TAX DIV MCD W/H TAX DIV ONE	W/H TAX DIV KO	FIDELITY SPARTAN US TREASURY MONEY MARKET	W/H TAX DIV WMT	WH TAX DIV GE	FIDELITY SPAKTAN USTREASURY MONEY MARKET W/H TAX DIV PG	CHECK WIRE A/O 5/11/99 (1FN061)	W/H TAX DIV TAN	W/H TAX DIV F	W/H TAX DIV LU	W/H TAX DIV INTC W/H TAX DIV BA	CHECK WRE	W/H TAX DIV JNJ W/H TAX DIV MOB	W/H TAX DIV XON	W/H TAX DIV GM W/H TAX DIV IBM	W/H TAX DIV DD	FIDELITY SPARTAN US TREASURY MONEY MARKET CHECK WIRE	W/H TAX DIV WMT	W/H TAX DIV HWP
Column 1	Date	8/3/1998 V 8/3/1998 P 8/3/1998 F 8/3/1998 F					12/15/1998 12/18/1998 1		1/4/1999		1/11/1999 1		7/22/1999			2/24/1999 F	Ш		3/3/1999 7		3/9/1999				3/31/1999 1		ш	4/19/1999 1	6			5/28/1999			6/1/1999	П		V 6661/01/9		ш	6/16/1999 F		7/14/1999

<u>92-01720-somb</u>	D06 2938-1 File Hed 2020 2014 Entroverse 2020 2014 14014514820 EXTANDITURE A	
Column 12 Full History Cash Withdrawals (6.734) (6.734) (6.734) (3.993) (1.959) (1.959)	Poc 5938-1 File Hed 2068/144 Entertered 2068/14014514820 Extrabitat A 1259 (1851) (18	(4-1)
Column 11 6-Year Cash Withdrawals		
Column 10 2-Year Cash Withdrawals		
Column 9 90-Day Preferential Transfers		
Column 8 Balance of Principal 129,702,609 129,695,875 129,693,456 129,688,966 129,684,010 129,684,010 129,683,996 137,683,996	137,682,291 137,682,240 137,682,240 137,689,279 137,679,856 137,679,856 137,679,856 137,679,856 137,679,856 137,679,856 137,679,856 137,679,856 137,677,825 140,677,825 140,677,825 140,677,825 140,677,825 140,677,825 140,677,825 140,677,825 140,677,825 140,677,825 140,677,825 140,677,825 140,677,825 140,677,825 140,677,825 140,677,825 140,677,825 140,677,825 140,677,825 140,677,826 140,677,826 140,677,826 140,677,826 140,677,826 140,677,826 140,677,826 151,619,494 151,610,032 161,100,032 161,100,032 161,100,032 161,100,032 161,100,032 161,100,032 161,100,032 161,038,887 151,609,434 151,609,434 158,092,140 163,080,045 163,080,045 163,080,046 163,080,046 163,080,046 163,080,046 163,080,046 163,080,046 163,087,147 172,071,484 172,071,484 172,071,484 175,071,484 175,071,486 175,073,406	Lightenhall
Column 7 Transfers of Principal Out		
Column 6 Transfers of Principal In		
Column 5 Cash Withdrawals (6.734) (6.734) (3.993) (1,959) (1,959) (14)	(60) (1,051) (1,261) (1,261) (1,261) (1,261) (1,262) (1,729) (1,729) (1,729) (1,729) (1,729) (1,887) (1,887) (1,887) (1,887) (1,888) (1,888) (1,888) (1,888) (1,888) (1,888) (1,888) (1,888) (1,888) (1,888) (1,888) (1,888) (1,888) (1,888) (1,888) (1,140) ((41.1)
Column 4 Cash Deposits	3,000,000	
Column 3 Transaction Amount Reported in Customer Statement (58) (6.734) (6.734) (6.734) (7.34) (7.34) (7.34) (8.993) (1.959) (1.959) (14)	(1,051) (1,261) (1,261) (1,261) (1,261) (1,301) (1,301) (1,3000,000 (1,102) (1,140) (1	(a. i)
Column 2 Transaction Description Description WH TAX DIV GE WH TAX DIV BEL WH TAX DIV BEL WH TAX DIV AT WH TAX DIV AX WH TAX	HDELITY SPARTAN US TREASURY MONEY MARKET WH TAXD DIV C WH TAXD DIV WFC WH TAXD DIV ND WH TAXD DIV ND WH TAXD DIV SIN WH TAXD DIV MON WH TAXD DIV SIN WH TAXD D	WHI IAA Eiv EO
Date 7221/1999 H 726/1999 W 726/1999 W 8271999 W 8271999 W 8271999 W 8271999 W 8271999 W	824/1999 H 91/1999 W 91/1999 W	

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98	2-017929-sgnb	P06 993B	-1 Fileileo2010	99414 ErFe) 16090	92 96699414 01 45 1482	A jakijidaraka 0
Column 12 Full History Cash Withdrawals	(4,437) (1,621) (1,621) (4,862) (18,970) (2,619) (2,619) (4,567) (1,661)	(5,430) (3,510) (4,000,000) (8,000,000) (5,032) (5,632) (7,58) (15)	(10,000,000) (1,922) (524) (524) (1,709) (1,709)	(10,000,000)	92969941401451482 (5621) (502) (502) (502) (502) (502)	(3.74) (9.450) (1.520) (1.202) (1.034) (1.034) (1.034) (1.426) (1.426) (2.968) (3.988) (1.534)
Column 11 6-Year Cash Withdrawals						
Column 10 2-Year Cash Withdrawals						
Column 9 90-Day Preferential Transfers						
Column 8 Balance of Principal	175,050,660 175,049,040 175,044,178 175,044,208 175,018,689 175,018,683 175,018,683 175,018,683 175,018,018 175,018,738	175,006,647 175,003,136 171,003,136 163,003,136 162,997,504 162,997,504 162,997,494	167,996,721 157,996,721 157,994,775 167,994,275 175,994,275 175,994,275 184,994,275 184,992,566 184,982,386 184,982,386	184.969,102 184.966,421 176.966,421 176.966,392 166.965,431 166.962,432 166.962,632 166.962,032 166.962,032 166.962,032	156,93,872 156,949,811 156,949,029 156,947,500 156,947,500 156,935,035 166,935,035 146,932,199 148,932,199 148,932,197 148,930,387 148,928,590	148,910,747 148,901,297 148,893,948 148,883,984 148,881,748 148,881,575 175,881,575 175,881,575 175,881,575 175,881,575 175,881,575 175,881,575 175,882,125 175,872,732 175,872,732
Column 7 Transfers of Principal Out				(8,000,000)		
Column 6 Transfers of Principal In						
Column 5 <u>Cash</u> Withdrawals	(4.437) (1.621) (4.862) (3.971) (18.909) (2.619) (6) (4.567) (1.661)	(5,430) (3,510) (4,000,000) (8,000,000) (5,632) (9) (158)	(10,000,000) (1,922) (324) (324) (1,709) (4,228) (17,941)	(1,234) (2,741) (29) (10,000,000) (951) (9) (10,000,000) (11,374)	(7.653) (4.061) (782) (1.529) (2.680) (2.8767) (10.000,000) (2.827) (2.827) (2.827) (2.827) (1.810) (1.795) (1.795)	(1,202) (9,450) (11,887) (1,202) (1,202) (1,202) (1,426) (1,426) (1,426) (1,426) (2,93) (3,988) (1,5)
Column 4 <u>Cash</u> <u>Deposits</u>			5,000,000 10,000,000 8,000,000 9,000,000		2,000,000	17,000,000
Column 3 Transaction Amount Reported in Customer Statement	(4,437) (1,621) (1,622) (3,971) (18,900) (2,619) (6) (4,567) (1,661)	(5,430) (3,510) (4,000,000) (8,000,000) (5,632) (9) (7,58) (15)	5,000,000 (10,000,000) (1,922) (524) 10,000,000 8,000,000 (1,709) (4,228) (17,709)	(1,234) (2,741) (8,00,000) (29) (10,000,000) (951) (11) (11) (11,000,000) (1,374) (11,000,000)	(7.05) (4.061) (7.82) (1.529) (2.680) (2.680) (2.87) (10,000,000) (2.827) (2.827) (2.827) (2.827) (2.827) (1.980) (1,795) (1,795)	(1,203) (2,574) (1,203) (1,202) (1,202) (1,202) (1,203
Column 2 <u>Transaction</u> <u>Description</u>	WH TAX DIV WEC WH TAX DIV BA WH TAX DIV DI WH TAX DIV JN WH TAX DIV XOM WH TAX DIV XOM WH TAX DIV STREASURY MONEY MARKET FIDELITY SPARTAN US TREASURY MONEY MARKET WH TAX DIV DIV WH TAX DIV UB WH TAX DIV UB	WH TAX DIV KO WH TAX DIV WAT CHECK WIRE CHECK WIRE WH TAX DIV GE HDELITY SPARTAN US TREASURY MONEY MARKET WHATAX DIV WND HDELITY SPARTAN US TREASURY MONEY MARKET	CHECK WIRE CHECK WIRE WATAX DIV WFC WATAX DIV WFC WATAX DIV WRE CHECK WIRE CHECK WIRE CHECK WIRE WATAX DIV GM WATAX DIV DD WATAX DIV DO	WH TAX DIV BM WH TAX DIV BM WH TAX DIV M WH TAX DIV NO TRANS TO IFNGGI30 (JFNGGI) TRANS TO IFNGGI30 (JFNGGI) WH TAX DIV WMT WH TAX DIV WMT FIDELITY SPARTAN U S TREASURY MONEY MARKET FIDELITY SPARTAN U S TREASURY MONEY MARKET FIDELITY SPARTAN U S TREASURY MONEY MARKET WH TAX DIV TXN WH TAX DIV TXN WH TAX DIV TXN WH TAX DIV TXN	WH TAX DIV C WH TAX DIV WE WH TAX DIV WE WH TAX DIV IU WH TAX DIV INC WH TAX DIV SE WH TAX DIV SE WH TAX DIV SE WH TAX DIV SE CHECK WIRE CHECK WIRE WH TAX DIV XO WH TAX DIV XO WH TAX DIV XO WH TAX DIV WH	WH TAX DIV VE WH TAX DIV YE WH TAX DIV YE WH TAX DIV YE WH TAX DIV SAY CHECK WIRE CHECK WIRE CHECK WIRE CHECK WIRE WH TAX DIV SAY WH TAX DIV SAY WH TAX DIV WAD WH TAX DIV WAD WH TAX DIV VE WH TAX DIV VE WH TAX DIV VE WH TAX DIV YE WH TA
Column 1 <u>Date</u>	000000	4/3/2000 W/ 4/10/2000 W/ 4/10/2000 CH 4/28/2000 W/ 4/28/2000 HII 4/28/2000 W/ 8/12/2000 HII			8/25/2000 W/ 9/1/2000 W/ 9/1/2000 W/ 9/1/2000 W/ 9/1/2000 W/ 9/1/2000 W/ 9/1/2000 W/ 10/2/2000 CH 10/2/2000 CH 10/2/2000 W/ 10/2/2000 W/ 10/1/2000 W/ 10/10/2000 W/ 10/10/2000 W/	

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<u> 18-01789-s</u> g	Dec 5936-1 File dec 206609414 Entre dec 206609414012	451.14820 EXFAMILIDAL A
Column 12 Full History Cash Withdrawals (551) (1,938) (5,601) (6,001) (6,001) (6,001) (6,001)	Doc 6938-1 File 6020699414 Erretere 6020699414012 Doc 6938-1 File 6020699414 Erretere 6020699414012 Doc 6938-1 File 6020699414012 Doc 6938-1 File 602069414012 Doc 6938-1 File 60	(4,631) (1,929) (3,031) (8,518) (4,299) (1,874) (8,533) (669) (1,874)
Column 11 6-Vear Cash Withdrawalk		
Column 10 2-Year Cash Withdrawah		
Column 9 90-Day Preferential Transfers		
Balance of Principal	175,812,968 175,812,968 175,803,987 175,803,987 175,803,987 175,803,987 175,803,987 175,703,707 175,703,707 175,772,193 175,772,193 175,772,193 175,772,193 175,772,193 175,772,193 175,772,193 175,772,193 175,772,245 175,772,245 175,772,245 175,773,193 175,761,431 175,761,239 175,761,239 175,761,239 175,761,239 175,761,184 175,761,184 175,761,184 175,692,707 175,692,707 175,691,182 175,692,707 175,692,707 175,692,707 175,692,707 175,692,707 175,692,707 175,692,707 175,692,707 175,692,707 175,692,707 175,692,249 185,682,549 185,682,549 185,682,524 185,682,524 185,682,524 185,682,524	185,602,269 185,590,340 185,598,423 185,559,423 185,559,423 185,556,691 195,556,691 195,546,285 195,546,285 195,546,285 195,546,085 195,546,085 195,546,015 195,507,933 195,507,933 195,507,933 195,507,933 195,507,933 195,507,933 195,507,933 195,507,933 195,507,933 195,507,933 195,507,933
Column 7 Transfers of Principal Out		
Column 6 Transfers of Principal In		
Column 5 Cash Withdrawals (9.772) (9.772) (551) (1,938) (5,601) (10,036) (20,912)	(623) (623) (623) (131) (131) (131) (131) (131) (131) (131) (131) (131) (130) (130) (130) (130) (140) (161)	(4.63) (11.92) (3.03) (3.03) (3.03) (3.15) (2.299) (4.30) (4.30) (4.30) (4.30) (4.302) (4.302) (6.22) (6.33) (6.33) (6.33) (6.33) (7.913) (7.913) (6.322) (6.33)
Column 4 Cash Deposits .	10,000,000	10,000,000
Column 3 Transaction Amount Reported in Customer Statement (9,72) (551) (1,938) (1,938) (1,938) (2,01) (20,912)	(523) (523) (524) (1,311) (1,311) (1,311) (1,311) (1,312) (1,313) (1,341) (1,342) (1,341) (1,341) (1,341) (1,342) (1,342) (1,342) (1,342) (1,342) (1,342) (1,343) (1,343) (1,343) (1,343) (1,343) (1,343) (1,344) (1,343) (1,343) (1,343) (1,343) (1,343) (1,343) (1,343) (1,344) (1,343) (1,343) (1,343) (1,343) (1,344) (1,3	(4,631) (11,29) (11,29) (13,31) (43,31) (43,31) (2,29) 10,00,000 (1,874) (8,53) (66) (14,30) (4,94) (4,94) (2,29) (4,94) (2,29) (4,30)
Column 2 Transaction Description Description WH TAX DIV LU WH TAX DIV WC WH TAX DIV PEE	WH TAX DIV MRK WH TAX DIV MRK WH TAX DIV MRK WH TAX DIV WMT WH TAX DIV WMT WH TAX DIV WMD WH TAX	WH TAX DIV MWD WH TAX DIV JPM WH TAX DIV JPM WH TAX DIV VA WH TAX DIV VA WH TAX DIV TYC WH TAX DIV TYC WH TAX DIV TYC CHECK WIRE WH TAX DIV TY CHECK WIRE WH TAX DIV TX WH TAX DIV TX WH TAX DIV TX WH TAX DIV DIV WH TAX DIV PC WH TAX DIV DIV BC WH TAX DIV DIV WH TAX DIV STREASURY MONEY MARKET HDELITY SPARTAN U S TREASURY MONEY MARKET
Date 2723/2001 W/H T 3/1/2001 W/H T 3/1/2001 W/H T 3/1/2001 W/H T 3/9/2001 W/		

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<u>q</u> 8	-01 <i>7</i> 20-sand	₱ % 69 38-1	ileileo201609414 Entreteoe0201609414014514620	A jachithat a
Column 12 <u>Full History</u> <u>Cash</u> Withdrawals	(1,056) (6) (6) (3,380) (13,733) (13,733) (13,733) (2,289) (6,54) (8,673)	(1,450.) (1,450.) (2,440.) (1,450.) (27,931.) (2,10.) (4,50.) (4,50.) (6,0.) (6,0.) (6,0.) (6,0.) (6,0.) (6,0.)	ileileo206809414 Erfeteteo206809414014514820	(12) (6,381) (6,381) (891) (2,61) (2,61) (1,918) (1,918) (3,670) (3,670) (3,670) (1,047) (1,04
Column 11 <u>6-Year</u> <u>Cash</u> Withdrawals				
Column 10 2-Year Cash Withdrawals				
Column 9 90-Day Preferential Transfers				
Column 8 Balance of Principal	195,467,989 195,464,604 195,464,604 195,460,81 195,439,466 195,439,466 195,437,177 195,437,840 195,427,840	195,415,477 195,416,465 195,403,025 195,403,024 195,388,519 195,387,469 195,387,469 195,347,134 195,347,134 195,347,134	195,329,588 195,325,233 195,313,307 195,313,307 195,298,221 195,274,696 195,288,389 195,288,389 195,248,327 195,249,933 195,214,817 195,214,817 195,214,817 195,214,817 195,211,786 195,211,786 195,211,786 195,211,786 195,211,786 195,211,786 195,211,786 195,211,786 195,211,786 195,211,786 195,211,786 205,118,146 205,118,146 205,118,180 205,118,180 205,118,180 205,118,204	215.081.212 215.074.831 215.074.831 215.073.940 215.073.940 215.073.940 215.077.249 215.077.249 215.077.249 215.064.254 215.064.554 215.064.060 215.060.013 215.060.013 215.060.013 215.060.013
Column 7 <u>Transfers of</u> <u>Principal Out</u>				
Column 6 Transfers of Principal In				
Column 5 <u>Cash</u> Withdrawals	(1,056) (6) (3,380) (11,383) (11,385) (2,289) (6,673) (6,673)	(14.40) (7.410) (2.440) (14.505) (27.931) (4.200) (6.075) (6.075) (6.391) (6.391) (7.733)	(2.36) (4.76) (4.76) (2.35) (6.28) (6.28) (6.28) (1.36) (1.36) (1.36) (1.36) (1.36) (1.36) (1.36) (1.36) (1.38) (1	(12) (6.38) (0) (0) (2.43) (2.43) (2.43) (3.43) (4.19) (603) (603) (603) (603) (603) (603) (603) (1.918) (603) (1.918) (603) (1.918) (603) (1.918) (603) (1.918) (603) (1.918) (603) (1.918) (603) (1.918) (603) (1.918) (603) (1.918) (603) (1.918) (603) (1.918) (603) (1.918) (603) (1.918)
Column 4 <u>Cash</u> <u>Deposits</u>			10,000,000	
Column 3 Transaction Amount Reported in Customer Statement	(1,056) (6) (3,380) (13,733) (11,385) (2,289) (654) (8,673) (10)	(14,465) (7,791) (2,440) (14,505) (27,931) (3,119) (4,260) (6,073) (6,073) (6,073) (7,732)	(2,167) (4,705) (2,336) (2,336) (1,336) (1,347) (1,47) (1,47) (1,47) (1,47) (1,47) (1,47) (1,47) (1,47) (1,47) (1,47) (1,287) (1,287) (1,287) (1,288) (1,284) (1,281) (1,284) (1,310) (2,448) (3,419) (2,448) (3,419) (2,448) (3,419) (1,337) (1,337) (1,347)	(12) (6,381) (0) (891) (2,481) (2,431) (3,633) (1,918) (603) (3,670) (3,137) (1,137) (1,137) (3,137) (1,137) (
Column 2 <u>Transaction</u> <u>Description</u>	WH TAX DIV WMT FIDELITY SPARTAN USTREASURY MONEY MARKET WH TAX DIV MWD WH TAX DIV UZ WH TAX DIV UZ WH TAX DIV PA WH TAX DIV PA WH TAX DIV TAX	WH TAX DIV C WH TAX DIV WFC WH TAX DIV WFC WH TAX DIV WTC FIDELITY SARRYAN US TREASURY MONEY MARKET WH TAX DIV SOM WH TAX DIV SOM WH TAX DIV BUD WH TAX DIV BUD WH TAX DIV DIV WH TAX DIV AD	WH TAX DIV PD WH TAX DIV PD WH TAX DIV ONE WH TAX DIV NO WH TAX DIV MO WH TAX DIV MO WH TAX DIV WO WH TAX DIV WM WH TAX DIV DIV BW WH TAX DIV JPM WH TAX DIV JPM WH TAX DIV JPM WH TAX DIV TYC WH TAX DIV TYC WH TAX DIV PM WH TAX DIV PC WH TAX DIV PC WH TAX DIV PC WH TAX DIV WC WH TAX DIV BU WH TAX DIV SE WH TAX DIV BU WH TAX DIV DIV WH TAX DIV BU	HIDELITY SPARTAN US TREASURY MONEY MARKET WHI TAX DIV GE WHI TAX DIV MUD WHI TAX DIV MUD WHI TAX DIV MUD WHI TAX DIV MUP WHI TAX DIV JEM WHI TAX DIV JEM WHI TAX DIV JEM WHI TAX DIV JEM WHI TAX DIV JEW WHI TAX DIV DIV PAX WHI TAX DIV VIX WHI TAX DIV VIX WHI TAX DIV VIX WHI TAX DIV TX WHI
Column 1 <u>Date</u>	1/72002 W/ 1/10/2002 HII 1/25/2002 W/ 2/1/2002 W/ 2/1/2002 W/ 2/1/2002 W/ 2/1/2002 W/ 2/15/2002 W/ 2/15/2002 W/ 2/15/2002 W/ 2/15/2002 W/			

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Court Cour	98	-01320-sgnb	P06 683B	-1 Fileileol201660	99414 Ente	vteveol2066094140145148	20 EXFAMILIAN A
Column C	Column 12 Full History Cash Withdrawals	(3.839) (13.801) (4.806) (23.507) (4.037) (4.806) (4.420) (5.738)	(7,239) (8,809) (8,809) (1,633) (5,671) (880) (14,461) (14,461) (16,461) (16,461) (16,461) (16,461) (16,461)	(1,644) (9,220) (9,220) (7,538) (7,138) (4,022) (1,310) (2,772)	(4.04) (4.04) (2.74) (3.66) (3.66)	(13,275) (4,584) (4,584) (13,925) (2,620) (2,620) (1,621) (1,643) (1,631) (1,6	(6,648) (6,648) (1,6016) (4,938) (4,338) (2,710) (8,015) (8,015) (19) (19) (19) (1,109) (1,109) (1,109) (1,109)
Column C	Column 11 6-Year Cash Withdrawals			(1,644) (9,220) (9,220) (7,758) (7,758) (4,022) (4,022) (1,316) (25,050) (25,050) (4,022) (1,316) (25,050) (25,050) (4,022)	(182) (4,096) (2,747) (1) (1) (3,667)	(13.27.5) (4.584) (4.384) (13.27.5) (2.209) (2.209) (1.45.5) (1.45.7) (1.3.45.1)	(6648) (16,016) (4,985) (9,338) (9,338) (12,110) (8,015) (19) (4) (1) (3,130) (11,739) (11,739) (11,739)
	Column 10 2-Year Cash Withdrawals						
Column 2	Column 9 90-Day Preferential Transfers						
Column 2	Column 8 Balance of Principal	215.028,867 215.015,066 215,010,260 214,986,753 214,987,710 214,937,486 214,937,486	214,920,489 214,910,681 214,910,660 214,909,025 214,903,355 214,903,355 214,888,313 214,888,313 214,888,313	229,883,498 229,881,427 229,871,625 229,861,706 229,861,706 229,857,684 229,831,318 229,831,318 229,831,318 229,831,318	229,828,307 229,834,211 229,831,464 244,821,464 244,821,463 259,821,463	259, 788, 918 259, 788, 918 259, 788, 334 259, 788, 369 259, 745, 093 259, 744, 101 259, 713, 720 259, 713, 720 259, 713, 720 259, 713, 720 259, 688, 628 259, 689, 628 259, 689, 689, 689 259, 689, 689, 689 259, 689, 689, 689, 689 259, 689, 689, 689, 689 259, 689, 689, 689, 689, 689 259, 689, 689, 689, 689, 689 259, 689, 689, 689, 689, 689, 689, 689, 68	259,612,496 259,596,480 259,596,480 259,582,104 259,582,105 259,561,385 259,561,357 284,561,357 284,561,357 284,588,215 294,586,521 294,586,521 294,586,521
Column 2 Column 3 Column 3 Column 3 Column 3 Column 4 Column 3 Column 3 Column 3 Column 4 Column 4	Column 7 Transfers of Principal Out						
Column 3 Column 3	Column 6 Transfers of Principal In						
Transicion Column 3 Column 3 Column 4 Column 5 Column 5 Column 6 Column	Column 5 Cash Withdrawals	(3,839) (13,801) (4,806) (23,507) (4,037) (4,806) (44,420) (5,738)	(7,259) (9,809) (1,635) (1,635) (5,671) (880) (1,446) (908) (2,264)	(1,644) (9,220) (9,220) (7,758) (7,758) (2,161) (4,022) (1,316) (25,050) (25,050) (4,022) (1,316) (25,050) (25,050) (4,022)	(182) (4.096) (2,747) (1) (1) (3,667)	(13,775) (4,584) (4,584) (965) (13,922) (24,333) (2,620) (1,453) (3,599) (3,599) (3,599) (3,599) (4,527) (40,842) (40,842) (40,842)	(6.48) (6.648) (6.438) (9.338) (9.338) (9.338) (9.338) (12) (13) (19) (19) (19) (10) (11) (11) (11) (11) (11) (11) (11
Transaction	Column 4 <u>Cash</u> <u>Deposits</u>		, , , , , , , , , , , , , , , , , , ,	15,000,000	15,000,000		25,000,000
	Column 3 Transaction Amount Reported in Customer Statement	(3,839) (13,801) (4,806) (23,807) (4,037) (4,037) (4,403) (5,738) (5,738)	(7,259) (9,809) (21) (1,635) (1,635) (5,671) (5,801) (6,801) (908) (908)	(1,544) (1,644) (9,720) (2,652) (7,738) (2,161) (4,022) (1,316) (25,050) (25,050) (49)	(182) (4,096) (2,747) 15,000,000 (1) 15,000,000 (3,667)	(13,735) (4,584) (965) (13,922) (24,333) (2,620) (1,453) (3,59) (3,59) (3,59) (3,59) (4,527) (4,527) (40,842) (4,527) (4,527)	(6,648) (6,648) (16,016) (4,338) (4,338) (4,338) (12) (13) (19) (19) (19) (10) (10) (10) (11) (11,139) (11,739) (11,739)
	Column 2 Transaction Description	AX DIV INTC AX DIV WFC AX DIV WFC AX DIV BEE AX DIV BEE AX DIV BUD AX DIV BUD AX DIV SOM AX DIV SOM AX DIV SOM AX DIV SOM AX DIV XOM	AX DIV IBM AX DIV DD AX DIV DD AX DIV CL AX DIV PG AX DIV PG AX DIV CC AX DIV CC AX DIV GS AX DIV MER	S WIRLE AX DIV PEE AX DIV PEE AX DIV INJ AX DIV WFC AX DIV UNTC AX DIV UNTC AX DIV UNTX AX	AX DIV HCA AX DIV BM AX DIV BUD CWIRE TWINE	AX DIV SIRC AX DIV PHA AX DIV PHA AX DIV PHE AX DIV PE AX DIV GS AX DIV GS AX DIV CL AX DIV GS AX DIV GS AX DIV GS AX DIV MER AX DIV MER	AX DIV BIA AX DIV BIA AX DIV BIA AX DIV MAM AX DIV MAM AX DIV WAT
	Column 1 <u>Date</u>			2	m m m m		

98	-01320-69116	P06 993B	-1 Fileileo206602	14 Er Feitereot2068094140145148 20 ExFamili	ojat A
Column 12 Full History Cash Withdrawals	(3.815) (16,695) (39,378) (6,261) (2,355) (8,369) (5,739) (5,739) (3,739) (6,739) (6,739)	(4,288) (29,307) (29,307) (7,587) (16,815) (24,507) (2,4450) (2,4460) (2,4460) (2,4460)	(5) (15) (15) (15) (15) (15) (15) (15) (14 Erfectes 0206803414014514820 Expansion (1882) (1983) (1984) (1	(17.73) (1.141) (3.414) (3.414) (4.658) (55.122) (23.354) (4.062) (15.296) (35.506)
Column 11 6-Year Cash Withdrawals	(3.815) (16.695) (39.378) (6.261) (2.935) (5.739) (3.752) (8)	(4.288) (29.307) (8.455) (7.587) (16.815) (24.507) (4,000) (2,446) (5.675)	(4),66(3) (7,501) (15,000,000) (1,3,001,000) (1,3,54) (1,3,54) (1,6,57) (1,	(3.33) (2.383) (3.783) (3.783) (2.1,179) (2.28) (2.28) (2.28) (3.200) (1.887)	(17,793) (1,141) (3,414) (4,659) (55,122) (55,122) (23,354) (4,062) (15,296) (35,506)
Column 10 2-Year Cash Withdrawals					
Column 9 90-Day Preferential Transfers					
Column 8 Balance of Principal	294,512,862 294,456,167 294,456,789 294,430,529 294,447,594 294,439,225 294,439,225 294,429,734 294,429,726	294,425,438 294,396,131 294,387,676 294,387,089 294,363,274 294,338,767 294,334,767 294,332,646	294,285,983 294,278,482 294,278,479 279,278,479 279,271,124 279,201,348 279,190,819 279,190,816 279,182,846 279,183,846 279,183,846 279,183,846	279,121,689 279,100,276 279,005,278 279,005,278 279,005,318 279,007,315 279,007,317 279,007,317 279,004,411 279,004,411 279,004,411 279,004,411 279,004,411 279,004,411 279,004,411 279,004,411 279,004,411 279,004,411 279,004,411 279,004,411 279,004,411 279,004,411 279,004,411 278,911,497 278,91	298,790,608 298,786,652 298,786,038 298,781,379 298,781,379 298,712,303 298,702,303 298,698,842 298,698,842 298,648,040
Column 7 <u>Transfers of</u> <u>Principal Out</u>					
Column 6 Transfers of Principal In					
Column 5 Cash Withdrawals	(3.815) (16.695) (39.378) (6.261) (2.935) (8.369) (5.739) (3.722)	(4.288) (29.307) (8.455) (7.587) (16.815) (24.507) (24.507) (2.446) (2.446)	(40,663) (7,501) (15,000,000) (1,354) (30,776) (36,692) (36,692) (16,692) (16,692) (16,692) (16,692) (16,692)	(3,331) (21,739) (21,739) (21,739) (2,738) (2,528) (2,528) (3,200) (4,370) (11,595) (1,595) (6,710) (6	(17.793) (1.141) (1.141) (3.414) (4.629) (55.122) (23.354) (23.354) (15.296) (15.296) (35,506)
Column 4 <u>Cash</u> <u>Deposits</u>				10,000,000	
Column 3 Transaction Amount Reported in Customer Statement	(3.815) (16.695) (39.378) (6.261) (2.935) (5.369) (5.369) (5.372) (3.752)	(4,288) (29,307) (3,455) (1,587) (16,815) (24,507) (4,000) (2,446) (3,675)	(40,663) (7,501) (15,000,000) (15,000,000) (13,54) (3,622) (16,837) (10,639) (10,639) (10,639)	(3.331) (21.33) (3.739) (2.1,179) (2.528) (3.276) (8.100) (1.607) (1.607) (1.607) (1.607) (1.607) (1.883) (6.710) (7.887) (1.883) (6.710) (7.887) (1.883) (6.710) (7.887) (1.451) (1.4	(17,793) (1,141) (3,414) (4,414) (4,414) (4,623) (15,324) (15,236) (15,236) (15,236)
Column 2 <u>Transaction</u> <u>Description</u>	WH TAX DIV BUD WH TAX DIV SOM WH TAX DIV XOM WH TAX DIV SOM WH TAX DIV UTX WH TAX DIV UTX WH TAX DIV MAM WH TAX DIV MAM WH TAX DIV MAM FEET SON ON TO SON THE SON THE SON TO SON THE	A P P P P P P P P P P P P P P P P P P P	WH TAX DIV MO WH TAX DIV MO WH TAX DIV HPO FIDELITY SPARTAN U S TREASURY MONEY MARKET CRECK WHS FIDELITY SPARTAN U S TREASURY MONEY MARKET WH TAX DIV VZ WH TAX DIV VZ WH TAX DIV CL	WH TAX DIV GS WH TAX DIV WEC WH TAX DIV WEC WH TAX DIV PEE HDELITY SPARTAN US TREASURY MONEY MARKET WH TAX DIV BA WH TAX DIV BA WH TAX DIV BA WH TAX DIV BUD WH TAX DIV BUD WH TAX DIV BUD WH TAX DIV DIV SPARTAN US TREASURY MONEY MARKET HDELITY SPARTAN US TREASURY MONEY MARKET WH TAX DIV DIV BED WH TAX DIV DIV BED WH TAX DIV DIV BED WH TAX DIV WEC WH TAX DIV WEC WH TAX DIV WEC WH TAX DIV WO HDELITY SPARTAN US TREASURY MONEY MARKET CHECK WIRE WH TAX DIV WE WH TAX	WH TAX DIV PG WH TAX DIV PG WH TAX DIV TXN WH TAX DIV GS WH TAX DIV MER WH TAX DIV WC WH TAX DIV WC WH TAX DIV PE WH TAX DIV PE WH TAX DIV PE
	W/H TAX DIV BUD W/H TAX DIV XOM W/H TAX DIV XOM W/H TAX DIV BIN W/H TAX DIV UTX W/H TAX DIV UTX W/H TAX DIV DIV W/H TAX DIV MAN W/H TAX DIV AND W/H TAX DIV AN	WH TAX DIV HD WH TAX DIV BAC WH TAX DIV DEP WH TAX DIV ONE WH TAX DIV ONE WH TAX DIV MRK WH TAX DIV MRK WH TAX DIV MRK WH TAX DIV MRK WH TAX DIV SLB WH TAX DIV WHI	WH TAX DIV MO WH TAX DIV HPQ FIDELITY SPARTAN WH TAX DIV AWD WH TAX DIV VY WH TAX DIV DIV PG WH TAX DIV DIV PG WH TAX DIV TX WH TAX DIV TX WH TAX DIV TX		
Column 1 <u>Date</u>	6/9/2003 6/10/2003 6/10/2003 6/10/2003 6/12/2003 6/12/2003 6/25/2003	6/26/2003 6/27/2003 6/37/2003 7/1/2003 7/1/2003 7/1/2003 7/1/2003 7/3/2003	7/8/2003 7/9/2003 7/10/2003 7/11/2003 7/11/2003 8/11/2003 8/15/2003 8/15/2003 8/18/2003 8/18/2003	8/28/2003 9/22/003 9/22/003 9/22/003 9/42/003 9/42/003 9/52/003 9/10/2003 9/10/2003 9/10/2003 9/10/2003 9/10/2003 9/10/2003 10/12/2003 10/12/2003 10/12/2003 10/12/2003 10/12/2003 10/12/2003 10/12/2003 10/12/2003 10/3/2003 11/3/2003	11/14/2003 11/17/2003 11/24/2003 11/26/2003 11/26/2003 12/1/2003 12/1/2003 12/1/2003

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Column 12 Full History Cash Withdrawals (4,883)	(4,780) (50,749) (8,304) (4,310)	(2) (0) (1810)	(1,834) (2,606) (2,606)	(1,641)	(9,436)	(11,891)	(18,608)	(4,798)	(23,34)	(4,17)	(4,87.8 (5,39.8)	(8,28)	(3,00 (8) (50,65)	(5,565)	(46)	(20,000,000)	(5,051)	(6,576)	(25,319)	(1,073)	(4,625)	(59,918)	(7,485)	(4,698)	(11,034)	(24,541)	(5,203)	(8,988)	(51,088)	(10,118)	(5,790)	(5,813)	(18,466)
Column 11 <u>6-Year</u> <u>Cash</u> <u>Withdrawals</u> (4,883)	(4,780) (4,780) (50,749) (8,304) (4,310)	(10,516) (2) (2) (0) (0)	(1,319) (1,834) (2,606)	(1,641) (1,641) (1)	(9,436)	(11,891) (12,271)	(18,608)	(4,798)	(7,927)	(4,171) (39,541)	(4,873)	(8,288)	(3,006) (50,651)	(5,565)	(46)	(20,000,000)	(5,051)	(6,576)	(25,319)	(1,073)	(4,625) (3,285)	(59,918)	(7,485)	(4,698)	(11,034)	(24,541)	(507,6)	(8,988)	(51,088)	(10,118)	(5,790)	(5,813)	(18,466)
Column 10 2-Year Cash Withdrawals																				ľ									•				
Column 9 <u>90-Day</u> <u>Preferential</u> <u>Transfers</u>																				·												•	
Column 8 Balance of Principal 298,643,157 313,643,157	313,610,113 313,611,335 313,560,886 313,552,282 313,547,972	313,537,456 313,537,453 313,537,453 313,537,433	313,533,809 313,531,203	313,526,648 313,526,648 313,526,647	313,517,211 313,517,211	313,502,235	313,471,354	313,463,147	313,391,967	313,364,485	313,3120,071 313,314,673	313,292,876	313,281,582 313,230,931	313,225,366	313,214,824	293,214,824	293,214,623	293,203,196 293,178,285	293,152,967	293,133,498	293,128,873 293,125,588	293,065,670 293,043,200	293,035,715	292,993,594	292,982,560 292,982,541	292,958,000	302,952,796	302,943,809	302,888,968	302,865,731	302,869,843	302,864,028	302,833,607 302,826,166
Column 7 Transfers of Principal Out																																	
Column 6 Transfers of Principal In																																	
Column 5 Cash Withdrawals (4,883) (5,408)	(21,03.5) (4,780) (50,749) (8,304) (4,310)	(10,516) (2) (0) (18.10)	(1,814) (1,834) (2,606)	(1,641) (1) (1)	(9,436)	(11,891)	(18,608)	(4,798)	(7,927) (23,311)	(4,171)	(4,873)	(21,797) (8,288)	(3,006) (50,651)	(5,565)	(46)	(20,000,000)	(5,051)	(6,576) (24,911)	(25,319)	(1,073)	(4,625) (3,285)	(59,918)	(7,485)	(4,698)	(11,034)	(24,541)	(5,203)	(8,988)	(51,088)	(10,118)	(5,790)	(5,813)	(18,466)
Column 4 Cash Deposits 15,000,000																											10,000,000						
Column 3 Transaction Amount Reported in Customer Statement (4,883) 15,00,000 (5,408)	(2.1,03.9) (2.1,03.9) (30,749) (8,304) (4,310) (1,4,310)	(10,516) (2) (0) (1,810)	(1,834) (1,834) (2,606)	(1,641) (1,641)	(9,436)	(3,083) (11,891) (12,274)	(18,608)	(4,798)	(7,927)	(4,171)	(4,873)	(21,797) (8,288)	(3,006)	(5,565)	(46)	(20,000,000)	(0) (2,051)	(6,576)	(25,319)	(1,073)	(4,625) $(3,285)$	(59,918)	(7,485)	(4,698)	(11,034)	(24,541)	10,000,000	(8,988)	(51,088)	(10,118)	(5,790)	(5,813)	(18,466)
Column 2 Transaction Description Description CHECK WIRE CHECK WIRE WHI TAX DIV BUD WHI TAX DIV BUD	WH TAX DIV MW WH TAX DIV WA WH TAX DIV MM WH TAX DIV MM WH TAX DIV MMM	FIDELITY SPARTAN US TREASURY MONEY MARKET FIDELITY SPARTAN US TREASURY MONEY MARKET WILL TAY DAY DAY DAY	WH TAX DIV PEP WH TAX DIV WMT WH TAX DIV WMT	WHI TAX DIV HPQ HIDELITY SPARTAN US TREASURY MONEY MARKET	W/H TAX DIV MO HDELITY SPARTAN U S TREASURY MONEY MARKET WHI TAX DIV MUND	W/H TAX DIV MWD W/H TAX DIV SBC W/H TAX DIV SBC	WH TAX DIV GS	W/H TAX DIV MER W/H TAX DIV C	W/H TAX DIV INTC	W/H TAX DIV BA W/H TAX DIV PFE	W/H TAX DIV G W/H TAX DIV BUD	W/H TAX DIV JNJ W/H TAX DIV IBM	W/H TAX DIV UTX W/H TAX DIV XOM	W/H TAX DIV MMM W/H TAX DIV DD	FIDELITY SPARTAN US TREASURY MONEY MARKET FIDELITY SPARTAN US TREASURY MONEY MARKET	CHECK WIRE	FIDELLT SPARTAN OS TREASORY MONEY MARNEL W/H TAX DIV JPM	W/H TAX DIV MWD W/H TAX DIV SBC	W/H TAX DIV VZ	W/H TAX DIV TXN	W/H TAX DIV MER W/H TAX DIV GS	W/H TAX DIV C W/H TAX DIV WFC	W/H TAX DIV DTC	W/H TAX DIV G	W/H TAX DIV WMT FIDELITY SPARTAN US TREASURY MONEY MARKET	W/H TAX DIV JNJ W/H TAX DIV BID	WHITA DIV BOD CHECK WIRE	W/H TAX DIV IBM W/H TAX DIV UTX	W/H TAX DIV XOM	WHITAX DIV DA	W/H TAX DIV MMM FIDELITY SPARTAN US TREASURY MONEY MARKET	W/H TAX DIV HD	WH TAX DIV HQ
-		12/15/2003 W/I 12/16/2003 FIE 12/31/2003 FIE		1/7/2004 W/J 1/7/2004 W/J 1/8/2004 FIE			4 4								4/6/2004 FID 4/8/2004 FID	4 -		4/30/2004 W/I		ш	5/26/2004 W/J		6/1/2004 W/J		6/7/2004 W/I				6/10/2004 W/J			6/24/2004 W/J	

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g	2-01729-sgnb	P06 6938	3-1 File leo 201	6609414 En	i etereol201660141	.401.451.4820 ExFanhibat A
Column 12 Full History Cash	(42.135) (6.830) (6.830) (13.559) (13.559) (7.040) (7.040) (6.325) (6.325) (6.325)	(61,609) (13,006) (20,090) (3,491) (28,275) (8,096) (49,972)	(69) (0) (1) (1,642) (4,349) (13,691) (4,3691) (13,691)	(0) (0) (0) (0) (0) (0) (0) (0) (0) (0)	(4,5) (63) (63) (63,80) (54,80) (18,60) (18,60) (1,53) (1,53) (1,53)	(1386) (1082) (1082) (1082) (1082) (1082) (1092) (1
Column 11 <u>6-Year</u> <u>Cash</u>	(42,135) (42,135) (6830) (91) (11,559) (4,563) (28,44) (6,325) (6,325) (6,325) (6,325)	(61,609) (13,006) (20,090) (3,491) (28,275) (8,096) (49,972)	(69) (0) (1) (1) (2,642) (4,349) (13,691) (4,390) (35,066)	(8844) (8.353) (48.138) (86) (9.403) (1) (1)	(4,376) (159) (159) (84,005) (33.59) (30.547) (18,690) (7,536) (7,536) (3,987) (31,262)	(32.822) (7.386) (10.852) (84.210) (84.210) (82.021) (12.66) (12.142) (12.142) (12.142) (12.142) (14.1437) (14.637) (14.637) (14.637) (19.751) (19.751) (19.751) (19.751) (10.760,000) (10.000,000) (15.000,000) (15.000,000)
Column 10 2-Year Cash	Windrawas					
Column 9 90-Day Preferential	Tankiers					
Column 8 Balance of	FUNCTOR 1 302,784,031 302,777,201 302,777,110 302,777,110 302,777,193 302,758,587 302,758,987 302,758,987 302,723,506	302,649,098 302,636,092 302,615,002 302,612,511 302,584,236 302,576,140 302,526,168	322,526,100 322,536,099 322,536,099 322,533,457 352,533,457 352,519,417 352,505,417 352,505,417	352,487,110 352,448,757 352,400,619 352,400,533 352,391,129 382,391,129 382,391,122 382,391,122	382,386,146 382,384,555 382,384,555 382,299,887 382,294,528 382,264,529 397,247,54 397,231,767 397,231,767 397,231,496	397,147,612 397,140,126 397,1065,164 397,065,164 397,065,164 397,001,639 396,998,602 396,998,602 396,988,603 396,898,834 396,898,834 396,898,834 396,891,492 396,894 396,894 396,804 396,804 396,804 396,804 396,804 396,804 396,793,788 396,793,788 396,793,788 396,793,788 396,793,788 396,793,788 396,798,124 396,788,124 396,788,124 396,788,124 3
Column 7 Transfers of	Finespal Out					
Column 6 Transfers of						
Column 5	(42,135) (42,135) (6,830) (91) (13,559) (4,563) (7,040) (7,040) (6,325) (6,325) (6,325)	(61,609) (13,006) (20,090) (3,491) (28,275) (8,096) (49,972)	(69) (0) (1) (1) (2,642) (4,349) (13,591) (4,396) (35,066)	(8,844) (8,353) (8,138) (86) (9,403) (1) (1) (1) (1)	(4,97) (1,591) (163) (663) (84,005) (30,547) (18,690) (7,536) (5,587) (5,587) (71) (71)	(52,822) (53,822) (10,838) (10,832) (84,210) (8,833) (32,021) (12,806) (12,806) (12,806) (12,806) (12,806) (14,037) (14,037) (14,037) (14,037) (14,037) (14,037) (14,037) (14,037) (15,001) (15,000,000) (15,000,000) (15,000,000) (15,000,000) (15,000,000) (15,000,000) (15,000,000)
Column 4	The state of the s	20,000,000	30,000,000	30,000,000	15,000,000	
Column 3 Transaction Amount Reported in	(42.135) (6.830) (6.830) (6.830) (6.830) (6.830) (7.040) (7.040) (7.040) (7.040) (6.8325) (6.8325) (6.8325) (6.8325)	(61,609) (13,006) (13,009) (3,491) (3,8275) (8,096) (49,72) 20,000,000	(69) (0) (1) (1) (2,642) 30,000,000 (4,49) (13,501) (4,396) (35,066)	(8.8.138) (48.138) (48.138) (86) (9.63) (1) 30,000,000	(4,576) (1,591) (1,591) (663) (84,005) (3,589) (18,690) (18,690) (18,690) (18,690) (18,690) (18,690) (18,690) (3,987) (3,1,262)	(52.822) (7.386) (10.852) (10.852) (10.852) (10.852) (12.101) (12.61) (12.142) (12.142) (12.142) (14.143) (14.637) (14.637) (14.637) (14.637) (14.144) (14.144) (14.144) (15.000,000) (15.000,000) (15.000,000) (15.000,000)
Column 2 Transaction	WH TAX DIV MO WH TAX DIV MO WH TAX DIV GE FIDELITY SPARTAN US TREASURY MONEY MARKET FIDELITY SPARTAN US TREASURY MONEY MARKET WH TAX DIV WMT WH TAX DIV WMM WH TAX DIV MMM WH TAX DIV MMM WH TAX DIV MMM WH TAX DIV MSFT WH TAX DIV MSFT WH TAX DIV MSFT WH TAX DIV MSFT	W/H TAX DIV BAC W/H TAX DIV PEP W/H TAX DIV WO W/H TAX DIV WO W/H TAX DIV WIX W/H TAX DIV WIX W/H TAX DIV WIX CHECK WIXE	FIDELITY SPARTAN U S TREASURY MONEY MARKET FIDELITY SPARTAN U S TREASURY MONEY MARKET FIDELITY SPARTAN U S TREASURY MONEY MARKET WH TAX DIV MER CHECK WIRE WH TAX DIV WIC WH TAX DIV WE WH TAX DIV WE WH TAX DIV WE	WH TAX DIV BM WH TAX DIV BM WH TAX DIV SOM FIDELITY SPARTAN USTREASURY MONEY MARKET WH TAX DIV SOM FIDELITY SPARTAN USTREASURY MONEY MARKET CHECK WIRE FIDELITY SPARTAN USTREASURY MONEY MARKET WHITAX DIV WAT	WH TAX DIV WMI WH TAX DIV WMI WH TAX DIV GS WH TAX DIV GS WH TAX DIV GE WH TAX DIV WEC WH TAX DIV BA WH TAX DIV BA WH TAX DIV BA WH TAX DIV G	WHI TAX DIV PEE WHI TAX DIV BUD WHI TAX DIV SUM WHI TAX DIV XOM WHI TAX DIV UX WHI TAX DIV DIX WHI TAX DIV VIA WHI TAX DIV WAR WHI TAX DIV WOR
Column 1	7/9/2004 V 7/26/2004 V 8/18/2004 V 8/18/2004 V 8/19/2004 V 9/19/2004 V 9/18/2004 V 9/18/2004 V 9/16/2004 V 9/16/2004 V 9/16/2004 V 9/17/2004 V 9/17/20	4	4 4	+ 4 4 4 4 4 4 4	מ מ מ מ	3/8/2005 3/10/2005 3/10/2005 3/10/2005 3/10/2005 3/10/2005 3/10/2005 3/14/2005 3/14/2005 3/14/2005 3/14/2005 3/14/2005 3/14/2005 3/14/2005 4/1/2005 4/1/2005 4/1/2005 4/1/2005 4/1/2005 4/1/2005 4/1/2005 4/1/2005 5/1/2005

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Column 12 Full History Cash Withdrawals	(2) (2,694) (3,857) (10,000,000) (9,400) (6,297) (2,512) (12,812) (18,152)	(6,370) (23,650) (3,40) (10,000,000) (3,812) (43,540) (67,133)	(16) (16) (2) (8,570) (1,432) (24,088) (60,000,000)	(4.59) (4.5.90) (10,000,001)	Exemple 6.000,000,000,000,000,000,000,000,000,00	(7,454)
Column 11 6-Year Cash Withdrawals	(2) (2,664) (3,857) (10,000,000) (9,400) (6,297) (12,512) (18,152)	(6,370) (23,650) (3,449) (10,000,000) (3,812) (43,540) (12) (67,135)	(116) (2) (8,576) (1,432) (24,088) (60,000,000) (8,731) (92)	(62,111) (6) (1) (0) (1) (14) (14) (10,00,00) (10,00,00)	(16.79) (10.570) (10.570) (10.570) (10.570) (10.570) (10.570) (10.570) (10.570) (10.570) (10.585) (10.	(7,454)
Column 10 2-Year Cash Withdrawals						
Column 9 90-Day Preferential Transfers						
Column 8 Balance of Principal	371,702,422 371,699,728 371,695,872 361,695,872 361,686,471 361,686,468 361,686,468 361,687,468 361,673,889,771 361,673,888	361,390,326 361,366,676 361,366,448 361,556,448 351,556,448 351,556,636 351,559,096 351,590,084 351,390,084 351,441,949	366,441,949 366,441,832 366,441,832 366,433,255 366,407,735 306,407,735 306,399,003	306,336,795 306,336,795 306,336,794 306,336,792 306,272,197 306,272,183	296,205,204 296,230,236 296,230,736 256,219,736 256,219,736 256,210,535 256,210,535 256,125,893 256,104,887 256,104,887 256,104,887 256,104,887 256,104,887 255,994,887 255,994,887 255,994,887 255,994,887 255,994,887 255,994,887 255,998,397 255,898,396 255,888,396 255,888,396 255,888,396 255,888,396 255,888,396 255,888,396 255,888,396 255,888,396 255,770,693 255,770,693 255,770,693 255,770,693 255,770,693 255,770,693 255,770,693 255,770,693	255,659,957
Column 7 <u>Transfers of</u> <u>Principal Out</u>						
Column 6 Transfers of Principal In						
Column 5 Cash Withdrawals	(2) (2,694) (3,857) (10,000,000) (9,400) (6,297) (6,297) (12,512) (18,152) (18,152)	(6,370) (23,650) (3,449) (10,000,000) (12,000,000) (43,540) (12) (67,133)	(116) (2) (8,576) (1,432) (24,088) (60,000,000) (8,531) (92)	(62.111) (6) (1) (1) (1) (44.595) (14,595) (14,500) (14,500)	(6919) (40,000,000) (40,000,000) (1,030) (1,034) (1,034) (1,034) (1,047) (1,047) (1,047) (1,047) (1,048) (1,048) (1,048) (1,048) (1,048) (1,048) (1,048) (1,048) (1,05	(7,454)
Column 4 <u>Cash</u> <u>Deposits</u>			15,000,000			
Column 3 Transaction Amount Reported in Customer Statement	(2) (2,694) (3,857) (10,000,000) (9,400) (6,297) (6,297) (2,5,12) (1,8,102) (18,152)	(6370) (23,650) (3,449) (10,000,000) (43,540) (43,540) (67,135)	15,000,000 (116) (2) (2) (4,432) (4,432) (24,088) (60,000,000) (8,576) (1,432) (2,088) (60,000,000)	(62.111) (6) (1) (0) (1) (64.595) (14) (14) (14) (14)	(6919) (10,570) (10,570) (10,570) (10,570) (1,794) (1,794) (1,794) (1,7497) (1,7497) (23,881) (23,881) (1,611) (1,1487)	(7,454)
Column 2 Transaction Description	FIDELITY SPARTAN US TREASURY MONEY MARKET W/H TAX DIV UTX W/H TAX DIV UTX CHECK WIRE W/H TAX DIV AIG FIDELITY SPARTAN US TREASURY MONEY MARKET W/H TAX DIV HD W/H TAX DIV BAC W/H TAX DIV BAC W/H TAX DIV BAC W/H TAX DIV BAC W/H TAX DIV PEP	W/H TAX DIV MIK W/H TAX DIV MIK W/H TAX DIV MIK W/H TAX DIV HPQ CHECK WIRE W/H TAX DIV SIB W/H TAX DIV SIB W/H TAX DIV SIB W/H TAX DIV SIB W/H TAX DIV MO W/H TAX DIV MO	CHECK WIRE FIDELITY SARITAN US TREASURY MONEY MARKET FIDELITY SPARTAN US TREASURY MONEY MARKET WH TAX DIV PEP WH TAX DIV NE WH TAX DIV WO CHECK WIRE WH TAX DIV WO FIDELITY SPARTAN US TREASURY MONEY MARKET	WH TAX DIV MO FIDELITY SPARTAN US TREASURY MONEY MARKET WH TAX DIV GE FIDELITY SPARTAN US TREASURY MONEY MARKET CHECK WIRE FI	WH TAX DIV MG WH TAX DIV MG WH TAX DIV MG WH TAX DIV MBT CHECK WRE HDELITY SPARTAN U S TREASURY MONEY MARKET WH TAX DIV MG WH TAX DIV MER WH TAX DIV MER WH TAX DIV NTC WH TAX DIV NDW WH TAX DIV NDW WH TAX DIV MM WH TAX DIV MO WH TAX DIV WAT WH TAX DIV WAT WH TAX DIV WM WH TAX DIV WAT	WH TAX DIV PPQ
Column 1 Date		7/1/2005 7/1/2005 7/1/2005 7/6/2005 7/6/2005 7/1/2005 7/1/3/2005 7/25/2005			10/31/2005 11/15/2005 11/16/2005 11/17/2005 11/21/2005 11/21/2005 11/23/2005 11/23/2005 11/23/2005 12/2/2005 12/2/2005 12/12/2005 12/12/2005 12/12/2005 12/12/2005 12/12/2005 12/12/2005 12/12/2005 12/12/2005 12/12/2005 12/12/2005 12/12/2005 12/12/2005 12/12/2005 12/12/2005 12/12/2005 12/12/2005 12/12/2005 12/13/2006 12/13/2006 12/13/2006 12/3/2006 13/3/2006	1/4/2006

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Column 12 Full History Cash	(17,882) (17,882) (18,348) (9,348) (8,450) (9,1348) (1,520) (1,520) (1,520) (1,3488) (13,488)	06 693B-1 File 100206809414 Enterte 100206809414014514620 EXECUTION OF THE PROPERTY OF THE PRO	(4) (31.767) (13.890) (5,303) (1,459) (7,145) (7,148) (7,148) (7,148) (13.032) (13.032) (18,576) (18,576) (7,716)
Column 11 <u>6-Year</u> Cash	(17,882) (18) (18) (2) (2) (2) (2) (2,48) (3) (2,48) (3) (1,526) (1,526) (1,526) (1,526) (1,526) (1,526)	(7213) (7213) (125,000,000) (18,981) (27,000) (13,156) (52,941) (26,163) (31,985) (31,985) (31,985) (31,985) (31,985) (31,985) (31,985) (31,985) (31,985) (31,985) (31,985) (31,985) (31,385) (3	(4) (31.767) (13.890) (13.890) (14.847) (75.998) (13.998)
Column 10 2-Year Cash			
Column 9 90-Day Preferential			
Column 8 Balance of	255,642,075 255,642,075 255,632,709 255,632,709 255,632,224 255,614,504 255,614,504 255,612,977 255,583,088	255,480,424 255,480,424 255,480,424 250,480,423 230,480,423 230,481,443 230,413,492 230,413,492 230,213,1388 230,293,402 230,213,389 230,213,389 230,213,389 230,213,389 230,213,389 230,213,389 230,213,389 230,213,389 230,213,389 230,213,389 230,213,389 230,213,389 230,213,389 230,17,562 220,937,733 220,937,733 220,937,733 220,743,063 220,743,063 230,743,063 230,743,063 230,743,063	239,738,401 239,706,654 239,687,741 239,687,441 239,687,441 239,673,945 239,673,956 239,584,925 239,584,889 239,584,889 239,584,889 239,584,889 239,584,889 239,584,889 239,584,889 239,584,889 239,584,889
Column 7 Transfers of			
Column 6 Transfers of			
Column 5 Cash	(17.882) (17.882) (18) (9.348) (9.348) (8.456) (9.720) (1.526) (1.526) (1.5488)	(7.213) (7.214) (7.216) (7.200) (1.300) (7.200) (7.200) (7.200) (7.301) (8.85) (8.85) (9.923) (9.923) (9.923) (9.923) (9.923) (9.923) (9.923) (9.923) (9.923) (1.348)	(4) (31,767) (13,890) (1,496) (1,446) (7,145) (7,145) (13,032) (13,032) (13,032) (13,032) (13,032) (13,032) (13,032) (13,032) (13,032) (13,032)
Column 4	Trendents	000,0000	
Column 3 Transaction Amount Reported in	(17,882) (18,882) (18) (9,348) (9,348) (8,456) (9,720) (1,526) (29,890) (13,488)	(7213) (7213) (13,18) (18,881) (27,000) (17,700) (13,18) (21,18) (22,103) (23,23) (23,23) (24,19) (11,18) (24,19) (13,067) (13,067) (13,067) (13,067) (13,067) (14,409) (13,067) (14,409) (13,067) (14,409) (14,623) (14,409) (14,623) (14,623) (11,634) (13,067) (13,067) (14,409) (14,409) (14,629)	(4) (31,767) (13,890) (13,890) (1,486) (7,145) (73,998) (13,932) (13,932) (28,235) (18,576) (7,716)
Column 2 Transaction	WH TAX DIV DIS HDELITY SPARTAN US TREASURY MONEY MARKET HYH TAX DIV MS HDELITY SPARTAN US TREASURY MONEY MARKET HYH TAX DIV VZ WH TAX DIV VZ WH TAX DIV TN WH TAX DIV PG WH TAX DIV PG WH TAX DIV PG WH TAX DIV PG WH TAX DIV AR	WH TAX DIV MER CHECK WRE WH TAX DIV WFC WH TAX DIV WFC WH TAX DIV WFC WH TAX DIV WFC WH TAX DIV WFS WH TAX DIV MSFT WH TAX DIV TOT WH TAX DIV DIX WH TAX DIV WIS WH TAX DIV WIS WH TAX DIV WIS WH TAX DIV WO WH TAX DIV WO WH TAX DIV WO WH TAX DIV WE WH TAX DIV WO WH	HDELITY SPARTAN US TREASURY MONEY MARKET WH TAX DIV NG WH TAX DIV CAT WH TAX DIV TXN WH TAX DIV GS WH TAX DIV CAT WH TAX DIV CAT WH TAX DIV WC
Column 1	1/6/2006 1/13/2006 1/13/2006 1/13/2006 1/13/2006 1/13/2006 1/13/2006 2/1/2006 2/13/2006 1/13/200		

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Column 12 Full History Cash Withdrawals	(13,403) (56,242) (17,061) (25,463) (62,424) (10,517) (14,226) (4,165) (35,365)	DOC 293B-1 File ile 0206902414 Enterte 0206902414014514820 Extratorial (1989) 11014514820 Ext	(5.000,000) (5.000,000) (5.000,000) (6.1273) (6.1273) (7.000,000) (1) (2) (3) (4)
Column 11 6-Year Cash Withdrawals	(13,403) (56,242) (17,061) (25,424) (02,424) (10,517) (14,926) (4,165) (35,365)	(10,288) (13,4303) (14,4303) (15,44303) (15,	(5,200,000) (6,1373) (5,000,000) (1) (1) (1) (1)
Column 10 2-Year Cash Withdrawals			
Column 9 <u>90-Day</u> Preferential Transfers			
Column 8 Balance of Principal	239,216,959 239,446,718 239,43,657 239,418,194 239,35,770 239,35,770 239,35,770 239,336,162	239,173,333 239,199,030 239,198,040 239,198,040 239,181,123 239,181,123 239,181,123 239,181,123 239,181,123 239,181,181,123 239,031,181,869 239,031,181 239,042,884 239,042,884 239,043,387 239,013,388 239,013,388 239,013,388 239,013,388 239,013,388 239,013,388 239,013,388 239,013,388 239,013,388 238,941,390 238,931,390 238,891,39	238,521,213 238,521,213 238,521,213 238,541,208 233,459,932 233,459,931 233,459,239 233,459,929 233,459,924 243,459,924
Column 7 <u>Transfers of Principal Out</u>			
Column 6 Transfers of Principal In			
Column 5 Cash Withdrawals	(13,403) (56,242) (17,061) (25,463) (62,424) (10,517) (14,026) (4,105) (35,365)	(10,28) (14,303) (13,303) (13,430) (13,430) (13,430) (13,430) (13,430) (13,430) (14,400) (14,400) (14,400) (17,304)	(5,000,000) (5,000,000) (5,000,000) (1) (1) (1) (2)
Column 4 Cash Deposits			000,000,000
Column 3 Transaction Amount Reported in Customer Statement	(13,403) (56,242) (17,061) (25,463) (62,424) (10,517) (14,926) (4,105) (35,365)	(10.288) (74.303) (74.303) (15.458) (15.458) (15.459) (12.606) (2.151) (2.506) (3.606) (3.850)	(42.75) (42.78) (8) (8) (8) (61.275) (5.000.000) (1) (1) (1) (1) (1) (1) (1)
Column 2 <u>Transaction</u> <u>Description</u>	WH TAX DIV WMT WH TAX DIV PEE WH TAX DIV PEE WH TAX DIV MSFT WH TAX DIV MSFT WH TAX DIV MMM WH TAX DIV MMM WH TAX DIV MMM WH TAX DIV MMM WH TAX DIV INW WH TAX DIV INW	WH TAX DIV HD WH TAX DIV HD WH TAX DIV BAC FIDELITY SPARTAN US TREASURY MONEY MARKET WH TAX DIV PEP WH TAX DIV NG WH TAX DIV SPARTAN US TREASURY MONEY MARKET FIDELITY SPARTAN US TREASURY MONEY MARKET FIDELITY SPARTAN US TREASURY MONEY MARKET WH TAX DIV SAN WH TAX DIV NG WH TAX DIV	WHI AND WON'S TREASURY MONEY MARKET HIDELITY SPARTAN US TREASURY MONEY MARKET HIDELITY SPARTAN US TREASURY MONEY MARKET CHECK WIRE CHECK WIRE FIDELITY SPARTAN US TREASURY MONEY MARKET FIDELITY SPARTAN US TREASURY MONEY MARKET HIDELITY SPARTAN US TREASURY MONEY MARKET FIDELITY SPARTAN US TREASURY MONEY MARKET FIDELITY SPARTAN US TREASURY MONEY MARKET CHECK WIRE
Column 1 <u>Date</u>	H/M 9002/5/9	6.30,2006 W/H 6.30,2006 W/H 6.30,2006 W/H 7.32,2006 W/H 8.23,2006 W/H 8.	222200

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Column 12 Full History Cash	Withdrawals (1,886) (11)	(6,934) (6,934) (1)	(25,279)	(12,742)	(17,282)	(13,189)	(10,206)	(6,909)	(36,056)	(6,773)	(33,527)	(57,078)	(19,470)	(34,64)		(52,828)	(14,13 6	(12,64	(20,03	(51,602)	(0)	6	(13)	(4) (4) (4)	300	(5)	(11,544)	(6)	(10,796)	(2,631)	(28,681)	(5,699)	(10,991)	(12.213)	(64,937)	(11)	(14,925)	(2,186)	(25,578)	(16,561)
Column 11 <u>6-Year</u> <u>Cash</u>	Withdrawals (1,886) (11) (7,000)	(6,934) (6,934) (9) (1)	(25,279)	(12,742)	(17,282)	(13,189)	(10,206)	(78,290)	(36,056)	(6,773)	(33,527)	(57,078)	(19,470)	(34,613)	(27)	(52,828)	(14,131)	(12,647)	(20,050)	(51,602)	(0)	(7)	(13)	4 5 5	38	(5)	(11,544)	(6)	(10,796)	(2,631)	(28,681)	(5,699)	(10,991)	(29)	(64,937)	(11)	(14,925)	(2,186)	(25,578)	(16,561)
Column 10 2-Year Cash	Withdrawals		(25,279)	(12,742)	(17,282)	(13,189)	(10,206)	(6,909)	(36,056)	(6,773)	(33,527)	(57,078)	(19,470)	(34,613)	(27)	(52,828)	(14,131)	(12,647)	(20,050)	(51,602)	(0)	(7)	(13)	€	303	(4)	(11,544)	(6)	(10,796)	(2,631)	(28,681)	(5,699)	(27,633)	(29)	(64,937)	(11)	(14,925)	(2,186)	(25,578)	(16,561)
Column 9 <u>90-Day</u> <u>Preferential</u>	<u>Transfers</u>																																							
Column 8 Balance of	Principal 243,458,028 243,458,028	243,379,066 243,379,066 243,379,057 243,379,056	253,379,056 253,353,777	253,325,619	253,300,253	253,261,184	253,247,982	253,169,691	253,134,584	253,091,756 253,058,474	253,024,947	252,967,868	252,960,102 252,940,632	252,906,019 252,892,447	252,892,420	252,837,309	252,823,177 252,815,689	252,803,042	252,767,820	252,716,218	252,716,176	262,716,169	262,716,156 262,716,151	262,716,147	262,716,144	262,716,140 262,716,135	262,704,591	262,696,929	262,684,344	262,681,713	262,643,557	262,637,858	262,510,226	262,599,205	262,522,056	272,522,039	272,507,114	272,504,922	272,479,344	272,441,356
Column 7 Transfers of	Principal Out																																							
Column 6 Transfers of	Principal In																																							
Column 5 Cash	Withdrawals (1,886) (11) (72,000)	(72,028) (6,934) (9) (1)	(25,279)	(12,742)	(17,282)	(13,189)	(10,206)	(6,909)	(28,199) (36,056)	(6,773)	(33,527)	(57,078)	(19,470)	(34,613)	(27)	(52,828)	(14,131)	(12,647)	(20,020)	(51,602)	(0)	(7)	(13) (5)	€	:00	(4)	(11,544)	(6)	(10,796)	(2,631)	(28,681)	(5,699)	(27,653)	(29)	(64,937)	(11)	(14,925)	(2,186)	(25,578)	(16,561)
Column 4 Cash	<u>Deposits</u>		10,000,000																		- 000 000 01	-														10,000,000				
Column 3 <u>Transaction Amount</u> <u>Reported in</u>	Customer Statement (1,886) (1,000)	(6,934) (6,934) (9) (1)	10,000,000 (25,279)	(12,742)	(17,282)	(25,880) (13,189) (2,995)	(10,206)	(78,290)	(28,199)	(6,773)	(33,527)	(57,078)	(19,470)	(34,613)	(27)	(52,828)	(14,131)	(12,647)	(13,172)	(51,602)	(0)	(7)	(13)	(4) (=	33	(4)	(11,544)	(6)	(10,796)	(2,631)	(28,681)	(5,699)	(10,991)	(29)	(64,937)	10,000,000	(14,925)	(2,186)	(25,578)	(16,561)
Column 2 <u>Transaction</u>	Description W/H TAX DIV TXN H PIDELITY SPAFFAN US TREASURY MONEY MARKET	WH TAX DIV C. WH TAX DIV C. WH TAX DIV MER FIDELITY SPARTAN US TREASURY MONEY MARKET FIDELITY SPARTAN US TREASURY MONEY MARKET FORWARD WINDOWS WARKET	CHECK WIKE WH TAX DIV MRK WHATAX DIV DEP	WH TAX DIV WHT	WH TAX DIV INC	WILLIAM DIV MISH	WITH TAX DIV MMM	W/H TAX DIV BAC	W/H TAX DIV WFC W/H TAX DIV MCD	W/H TAX DIV HPQ W/H TAX DIV JNJ	W/H TAX DIV WB	W/H TAX DIV XOM	W/H TAX DIV EXC	W/H TAX DIV CVX W/H TAX DIV IBM	FIDELITY SPARTAN US TREASURY MONEY MARKET W/H TAX DIV S	W/H TAX DIV PFE	W/H TAX DIV HD W/H TAX DIV BA	W/H TAX DIV UPS	W/H TAX DIV DIS	W/H TAX DIV GE FIDELITY SPARTAN US TREASURY MONEY MARKET	FIDELITY SPARTAN US TREASURY MONEY MARKET CHECK WIRE	FIDELTY SPARTAN US TREASURY MONEY MARKET	FIDELITY SPARTAN US TREASURY MONEY MARKET FIDELITY SPARTAN US TREASURY MONEY MARKET	FIDELITY SPARTAN US TREASURY MONEY MARKET FIDELITY SPARTAN IIS TREASURY MONEY MARKET	FIDELITY SPARTAN US TREASURY MONEY MARKET	W/H TAX DIV CMCSA FIDELITY SPARTAN US TREASURY MONEY MARKET	W/H TAX DIV COP W/H TAX DIV IPS	FIDELITY SPARTAN US TREASURY MONEY MARKET	W/H IAX DIV IGI W/H TAX DIV CVX	W/H TAX DIV UTX	W/H TAX DIV JNJ	W/H TAX DIV TWX	W/H TAX DIV WB	FIDELITY SPARTAN US TREASURY MONEY MARKET W/H TAX DIV HD	W/H TAX DIV BAC	FIDELLI SPAKTAN USTKEASURT MONET MAKNET CHECK WIRE	W/H TAX DIV PEP EIDEI ITV SDADTAN 115 TDEASIDV MONEV MADKET	W/H TAX DIV S	W/H TAX DIV MRK W/H TAX DIV KO	W/H TAX DIV WMT
Column 1	Date 11/20/2006 11/20/2006		1/2/2007					2007		1/3/2007				1/3/2007						1/25/2007	1/31/2007			2/20/2007			3/6/2007		3/12/2007		3/13/2007			3/20/2007		3/30/2007	3/30/2007		4/2/2007	

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Column 12 Full History Cash Withdrawals	(6,789) (55,369) (65) (65) (0) (75,299)	(2,008) (36,128) (8) (9,563)	(85,251) (85,251) (7) (8,823)	(21,968) (21,176) (30,603) (17,366)	(14,026) (66,913)	(291 (291 (058*8) (054*49)	(11,65 <u>8</u>) (28,12 <u>9</u>	(6,89) (14,02 <u>4</u>	(81,67) (81,60) (80,00)	(15) (26,535) (22,034)	(7,044) (46,722) -	(7) (15) - (36,551)	(14,252) (9,051) (7,305)	(28,147) (3,576) (4,495)	(27,266) (17,037) (7,663)	(92)	(8) (8,861) (20,478)	(34,0/2) - - (57) (13) (7) (2)
Column 11 6-Year Cash Withdrawals	(6,789) (55,369) (65) (0) (15,299)	(2,008) (36,128) (8) (9,563)	(8,251) (85,251) (7) (8,823)	(21,968) (21,176) (30,603) (17,366)	(14,026) (66,913)	(19,450) (64,445) (8,850) (40,500)	(11,658) (18,128) (34,003)	(6,897) (9) (14,026)	(81,608) (80,093) (20,093)	(2,535) (15) (26,535) (22,034)	(7,044) (46,722) -	(7) (15) - (36,551)	(14,252) (9,051) (7,305)	(28,147) (3,576) (4,495)	(27,266) (17,037) (7,663) (11,622)	(92)	(8) (8,861) (20,478)	(57) (57) (13) (7) (2)
Column 10 2-Year Cash Withdrawals	(6.789) (55,369) (65) (0) (75,299)	(2,008) (36,128) (8) (9,563)	(8,251) (85,251) (7) (8,823)	(21,968) (21,176) (30,603) (17,366)	(14,026) (66,913)	(19,430) (64,445) (8,850) (40,500)	(11,658) (28,128) (34,003)	(6,897) (9) (14,026)	(81,608) (80,093) (20,093)	(25,535) (15) (26,535) (22,034)	(7,044) (46,722) -	(7) (15) - (36,551)	(14,252) (9,051) (7,305)	(28,147) (3,576) (4,495)	(27,266) (17,037) (7,663) (11,622)	(92)	(8) (8,861) (20,478)	(54,072) - - (57) (13) (7) (2)
Column 9 90-Day Preferential Transfers																		
Column 8 Balance of Principal	272,434,566 272,379,197 282,379,197 282,379,132 282,379,131 282,303,832 287,303,832 297,303,832	297,301,824 297,265,696 297,265,688 297,256,125	297,168,117 297,168,111 297,168,111 297,159,288	297,137,320 297,116,144 297,085,541 297,068,175	297,054,148 296,987,235 296,980,767	296,896,892 296,896,892 296,888,042 296,847,542	296,797,207 296,797,207 296,769,079 296,735,076	296,728,179 296,728,170 296,714,143	296,697,113	296,595,002 296,595,047 296,568,513 296,546,479	296,539,436 296,492,714 306,492,714 306,499,182	306,499,174 306,499,159 321,499,159 321,462,608	321,448,356 321,439,304 321,431,999	321,403,852 321,400,276 321,395,781	321,368,515 321,351,478 321,343,816 321,332,194	321,332,102 321,332,100 326,332,100	326,332,091 326,323,230 326,302,752	326,248,680 371,248,680 371,248,623 371,248,610 371,248,604 371,248,604
Column 7 Transfers of Principal Out																		
Column 6 Transfers of Principal In																		
Column 5 Cash Withdrawals	(6,789) (55,369) (65) (0) (75,299)	(2,008) (36,128) (8) (9,563)	(2,736) (85,251) (7) (8,823)	(21,968) (21,176) (30,603) (17,366)	(14,026) (66,913) (6,468)	(19,430) (64,445) (8,850) (40,500)	(11,658) (11,658) (28,128) (34,003)	(6,897) (9) (14,026)	(81,608) (81,608) (20,093)	(26,535) (15) (26,535) (22,034)	(7,044) (46,722) - 6,468	(7) (15) - (36,551)	(14,252) (9,051) (7,305)	(28,147) (3,576) (4,495)	(27,266) (17,037) (7,663) (11,622)	(92)	(8) (8,861) (20,478)	(57) (57) (13) (7) (2)
Column 4 <u>Cash</u> <u>Deposits</u>	10,000,000										10,000,000	15,000,000				5,000,000		45,000,000
Column 3 Transaction Amount Reported in Customer Statement	(6,789) (55,369) 10,000,000 (65) (75,299) 5,000,000 10,000,000	(2,008) (36,128) (8) (9,563)	(85,251) (85,251) (7) (8,823)	(21,968) (21,176) (30,603) (17,366)	(14,026) (66,913) (6,488)	(17,430) (64,445) (8,850) (40,500) (38,676)	(11,658) (28,128) (34,003)	(6,897) (9) (14,026)	(15,028) (81,608) (20,093)	(26,535) (15) (26,535) (22,034)	(7,044) (46,722) 10,000,000 6,468	(7) (15) (15) (15,000,000 (36,551)	(14,252) (9,051) (7,305)	(3,576) (4,495)	(27,266) (17,037) (7,663) (1,632)	(92) (3) 5,000,000	(8) (8,861) (20,478)	(54,012) 45,000,000 (13) (13) (7) (2)
Column 2 <u>Transaction</u> <u>Description</u>	WH TAX DIV HPQ WH TAX DIV MO CHECK WHE FIDELITY SPARTAN US TREASURY MONEY MARKET FIDELITY SPARTAN US TREASURY MONEY MARKET FIDELITY SPARTAN US TREASURY MONEY MARKET WH TAX DIV GE CHECK WIRE CHECK WIRE	W/H TAX DIV CVS W/H TAX DIV PG FIDELITY SPARTAN US TREASURY MONEY MARKET W/H TAX DIV MER	WH TAX DIV GS WH TAX DIV GS FIDELITY SPARTAN US TREASURY MONEY MARKET WH TAX DIV BA	DIV COP DIV INTC DIV WAT	DIV UPS DIV PFE DIV TYC	DIV XOM DIV VIX DIV CVX DIV CVX DIV NIX	WH TAX DIV MANM WH TAX DIV MSFT WH TAX DIV WB	W/H TAX DIV TWX FIDELITY SPARTAN US TREASURY MONEY MARKET W/H TAX DIV AIG	DIV BAC	WH TAX DIV MRK WH TAX DIV MRK WH TAX DIV KO	W/H TAX DIV HPQ W/H TAX DIV MO CKEK WIRE CXL W/H TAX DIV TYC	FIDELITY SPARTAN US TREASURY MONEY MARKET FIDELITY SPARTAN US TREASURY MONEY MARKET CHECK WIRE WHTAX DIV C	DIV WFC DIV INTC DIV WMT	DIV PrE DIV BA DIV UTX	WH TAX DIV XOM WH TAX DIV CVX WH TAX DIV DIV EW WH TAX DIV BM	FIDELITY SPARTAN US TREASURY MONEY MARKET FIDELITY SPARTAN US TREASURY MONEY MARKET CHECK WIRE	FIDELITY SPARTAN US TREASURY MONEY MARKET WH TAX DIV KO MINTAX DIV MO	W'H LAX DIV GE CHECK WIE CHECK WIE FIDELITY SPARTAN U S TREASURY MONEY MARKET FIDELITY SPARTAN U S TREASURY MONEY WARKET FIDELITY SPARTAN U S TREASURY MONEY MARKET FIDELITY SPARTAN U S TREASURY MONEY MARKET FIDELITY SPARTAN U S TREASURY MONEY MARKET
Column 1 <u>Date</u>		5/4/2007 W/H TAX DIV CVS 5/15/2007 W/H TAX DIV PG 5/21/2007 FIDELITY SPARTA 5/23/2007 W/H TAX DIV MER 5/23/2007 W/H TAX DIV MER		6/1/2007 W/H TAX DIV COP 6/1/2007 W/H TAX DIV INTC 6/1/2007 W/H TAX DIV WFC 6/4/2007 W/H TAX DIV WMT	!							7/17/2007 FIDELITY SPAR 8/6/2007 FIDELITY SPAR 8/9/2007 CHECK WIRE 8/24/2007 W/H TAX DIV C		9/5/2007 W/H TAX DIV PFE 9/7/2007 W/H TAX DIV BA 9/10/2007 W/H TAX DIV UTX	9/10/2007 W/H TAX DIV XON 9/10/2007 W/H TAX DIV CVX 9/10/2007 W/H TAX DIV IBM 9/13/2007 W/H TAX DIV IBM			10/25/2007 WH 1 AX DIV GE 10/29/2007 CHECK WIRE 10/31/2007 FIDELITY SPART 11/13/2007 FIDELITY SPART 11/15/2007 FIDELITY SPART

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98	2-01320-sgnb	D06 0938-1 Fileileo/206602414 Erfenteneo/206602414014514820 EXFA	thitbat A
Column 12 Eull History Cash Withdrawals	(3) (24,716) (2,913) (8) (6,142) (6,142) (6,143) (4,603) (17,469)	DOC 6938-1 File Heo206801414 Entrote (red2068014140145114820 Extent (constraint)) 1	(38,409) (23,72) (21,632) (4,696) (21,107) (41,114) (4,534) (4,514) (4,514) (3,108) (3,108) (3,108) (3,108)
Column 11 6-Year Cash Withdrawals	(3) (24716) (2.913) - (8) (25.533) (6.142) (4.609) (17469)	(3.330) (9.859) (9.859) (1.2670) (1.981) (1.9827) (1.3883	(58,409) (23,72) (21,637) (4,696) (21,079) (41,114) (4,534) (1,518) (3,618) (21,506) (21,506) (3,985)
Column 10 2-Year Cash Withdrawals	(3) (24,716) (2,913) - (8) (8) (25,535) (6,142) (4,609) (17,469)	(33,00) (9,859) (12,676) (4) (4) (4) (4) (1,981) (6,083) (6,083) (13,885) (13,985) (14,213) (14,213) (14,213) (13,872) (13,885) (14,213) (13,872)	(58,409) (23,72) (21,632) (21,632) (21,079) (4,554) (4,554) (1,518) (3,678) (21,506) (3,985)
Column 9 90-Day Preferential Transfers			
Column 8 Balance of Principal	371,248,599 371,223,882 371,220,970 401,220,970 401,195,426 401,189,285 401,189,285 401,189,285 401,189,285	401,130,271 401,107,595 401,107,595 401,107,582 401,107,588 401,094,485 411,094,485 411,094,485 411,094,485 411,094,485 411,094,485 421,062,185 421,062,185 421,062,185 421,062,185 421,062,185 421,062,185 421,062,185 421,062,185 421,062,185 430,895,301 430,996,791 430,775,839 440,677,839 440,677,839	456,599,220 456,596,848 456,575,216 456,570,519 456,503,773 456,508,377 456,508,377 456,408,255 456,498,839 456,498,839 456,480,165 456,480,165 456,480,165 456,480,165 456,480,165
Column 7 Transfers of Principal Out			
Column 6 Transfers of Principal In			
Column 5 Cash Withdrawals	(3) (24,716) (2,913) - (8) (25,535) (6,142) (4,609) (17,469)	(3,030) (9,859) (1,081) (1,081) (1,081) (1,081) (1,081) (1,081) (1,081) (1,082) (1,082) (1,082) (1,082) (1,082) (1,082) (1,082) (1,082) (1,082) (1,082) (1,082) (1,082) (1,082) (1,082) (1,082) (2,083	(38,409) (23,72) (21,532) (21,532) (21,632) (21,079) (41,114) (41,514) (41,518) (21,518) (21,518) (21,506) (3,985)
Column 4 Cash Deposits	30,000,000	10,000,000 110,000,000 110,000,000 110,000,00	
Column 3 Transaction Amount Reported in Customer Statement	(3) (24,716) (2,913) 30,000,000 (8) (25,535) (6,142) (4,033) (17,469)	(3,500) (9,859) (1,500) (1,981) (6,059) (6,059) (1,981) (1,982) (2,943) (2,943) (2,943) (2,943) (4,213) (2,943) (1,020) (1,020) (1,020) (1,020) (1,020) (1,020) (1,020) (1,020) (1,020) (1,020)	(58,409) (23,72) (21,632) (21,632) (21,079) (4,554) (4,554) (4,554) (1,518) (3,416) (9,678) (21,506) (3,985)
Column 2 <u>Transaction</u> <u>Description</u>	HIDELITY SPARTAN US TREASURY MONEY MARKET WH TAX DIV GE WH TAX DIV MER CCHECK WIRE FIDELITY SPARTAN US TREASURY MONEY MARKET WH TAX DIV COP WH TAX DIV COP WH TAX DIV UX WH TAX DIV UX	WH TAX DIV MM WH TAX DIV MMM WH TAX DIV MMM WH TAX DIV MMM WH TAX DIV WART HDELITY SPARTAN US TREASURY MONEY MARKET FUBELITY SPARTAN US TREASURY MONEY MARKET WH TAX DIV WMT WH TAX DIV WWE FUBELITY SPARTAN US TREASURY MONEY MARKET CHECK WIRE WH TAX DIV C CHECK WIRE WH TAX DIV DIV WH TAX DIV WE WH TAX DIV WB WH TA	WH TAX DIV GE WH TAX DIV MDT WH TAX DIV MDI WH TAX DIV DIW WH TAX DIV VE WH TAX DIV VE WH TAX DIV CYS WH TAX DIV CYS WH TAX DIV ABT
Column 1 <u>Date</u>	11/21/2007 FID 11/21/2007 W/H 11/23/2007 CH 11/33/2007 FID 12/3/2007 W/H 12/3/2007 W/H 12/10/2007 W/H 12/10/2007 W/H 12/10/2007 W/H		4.25/2008 WH 4.25/2008 WH 4.30/2008 WH 5.1/2008 WH 5.1/2008 WH 5.2/2008 WH 5/2/2008 WH 5/3/2008 WH 5/3/2008 WH 5/3/2008 WH 5/3/2008 WH

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STANDARD MONET MONET	(0)	(0)		576,454,057	(0)
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Column 12 Full History Cash	Withdrawals (27,325)	(2,214) (2,214) (18,271)	(32,531) (13,947) (8.038)	(14,647)	(9,468)	(10,415)	(14,346) (44,236)	(69,279)	(11,836) (11,836) (18,811)	(46)	(1)	(3)	(20,000,000)	(30,000,000	90.9	(38,72	(20,000,00	(21,61	(93,279)	200	(17,795)	(4,044)	(42,302)	(1)	(28,907)	(48,5/0)	(44,190)	(69,152)	(13.841)	(17,804)	(10,549)	(19,329)	(11,988)	(2,724)	(15,383)	(15,000,000)	(50,000,000)	(30,000,000)	(0)	(0)	99	(0)	(0)
Column 11 6-Year Cash	7,3	(2.214) (2.214) (18,271)	(32,531) (13,947) (8.038)	(14,647)	(9,468)	(10,415)	(14,346) (44,236)	(69,279)	(11,836)	(46)	(1)	© ©	(20,000,000)	(30,000,000)	(6.030)	(38,725)	(20,000,000)	(10,000,000)	(93,279)	(0)	(17,795)	(4,044)	(42,302)	(1) (16,388)	(28,907)	(48,570)	(44,190)	(69,152)	(13.841)	(17,804)	(10,549)	(19,329)	(11,988)	(2,724)	(15,383)	(15,000,000)	(50,000,000)	(30,000,000)	(0)	(0)	99	(0)	(0)
Column 10 2-Year Cash	Withdrawals (27,325)	(2,214) (18,271)	(32,531) (13,947) (8,038)	(14,647)	(9,468)	(10,415)	(14,346) (44,236)	(69,279)	(11,836)	(46)	(1) (2,264)	© ©	(20,000,000)	(30,000,000)	(6.030)	(38,725)	(20,000,000)	(21,619)	(93,279)	(0)	(17,795)	(4,044)	(42,302)	(1) (16,388)	(28,907)	(48,5/0)	(44,190)	(69,152)	(6,071)	(17,804)	(10,549)	(19,329)	(11,988)	(2,724)	(15,383)	(15,000,000)	(50,000,000)	(30,000,000)	(0)	(0)	99	(0) (6,398)	(0)
Column 9 <u>90-Day</u> Preferential	Transfers																	(21,619)	(93,279)	(0)	(17,795)	(4,044)	(42,302)	(1) (16,388)	(28,907)	(48,5/0) (8)	(44,190)	(69,152)	(6,071)	(17,804)	(10,549)	(19,329)	(11,988)	(2,724)	(15,383)	(15,000,000)	(50,000,000)	(30,000,000) (8,018)	(0)	(0)	00	(0) (6,398)	(0)
Column 8 Balance of	Principal 456,436,346	456,434,104 456,415,833	456,383,302 456,369,355 456,361,316	456,276,603	456,267,135	456,234,528	456,220,181 456,175,946	456,106,667	456,084,475	456,056,113	456,056,112	456,053,844 456,053,844	436,053,844	396,053,844	396,053,842	396,009,087	376,006,215	365,984,597	365,891,318	365,869,665	365,845,306	365,841,263	365,791,537	365,791,536	365,746,241	365,697,671	365,653,472	365,584,316	365,578,245	365,546,600	365,536,050	365,501,886	365,489,898	365,476,685	365,461,301	310,461,301	260,461,301	230,461,301	230,453,284	230,441,372	230,441,372	230,434,974	230,434,973
Column 7 Transfers of	Principal Out																																								•		
Column 6 Transfers of	Principal In																																								•		
Column 5 Cash	Withdrawals (27,325)	(28) (2,214) (18,271)	(32,531) (13,947) (8.038)	(14,647)	(9,468)	(10,415)	(14,346) (44,236)	(69,279)	(11,836)	(46)	(1)	69	(20,000,000)	(30,000,000)	(6.030)	(38,725)	(20,000,000)	(10,000,000)	(93,279)	(0)	(17,795)	(4,044)	(42,302)	(1) (16,388)	(28,907)	(48,5/0)	(44,190)	(69,152)	(6,071)	(17,804)	(10,549)	(19,329)	(11,988)	(2,724)	(15,383)	(15,000,000)	(50,000,000)	(30,000,000) (8,018)	(0)	(0)	99	(0) (6,398)	(0)
Column 4 Cash	Deposits																																								٠		
Column 3 Transaction Amount Reported in	il 2,	(2,214) (18,271)	(32,531) (13,947) (8,038)	(14,647)	(9,468)	(10,415)	(14,346) (44,236)	(69,279)	(11,836)	(46)	(1) (2,264)	(3)	(20,000,000)	(30,000,000)	(5)	(38,725)	(20,000,000)	(10,000,000)	(93,279)	(0)	(0,204)	(4,044)	(42,302)	(1) (16,388)	(28,907)	(48,5/0)	(44,190)	(69,152)	(6,071)	(17,804)	(10,549)	(19,329)	(11,988)	(2,724)	(15,383)	(15,000,000)	(50,000,000)	(30,000,000) (8,018)	(0)	(0)	999	(0) (6,398)	(0)
Column 2 Transaction		GS WATT	WFC INTC COP	UPS	BA IRM	UTX	JNJ CVX	XOM	MMM	FIDELITY SPARTAN US TREASURY MONEY MARKET	KIAN USTREASURY MONEY MARKET CVS	FIDELITY SPARTAN US TREASURY MONEY MARKET FIDELITY SPARTAN US TREASURY MONEY MARKET			FIDELITY SPARTAN USTREASURY MONEY MARKET W/H TAX DIV CAT	2		WFC	BAC PEP	FIDELITY SPARTAN US TREASURY MONEY MARKET	BA WMT	ED TWX	JNJ	FIDELITY SPARTAN US TREASURY MONEY MARKET W/H TAX DIV COP	MSFT	W/H TAX DIV PFE FIDELITY SPARTAN US TREASURY MONEY MARKET	W/H TAX DIV CVX FIDELITY SPARTAN LUS TREASURY MONEY MARKET	XOM	BUD	INTC	UTX	AIG	MMM	QCOM	IBM			KO	FIDELITY SPARTAN USTREASURY MONEY MARKET	W/H TAX DIV PM FIDELITY SPARTAN US TREASURY MONEY MARKET	FIDELITY SPARKET FIDELITY SPA	KIAN US IKEASUKI MONEY MAKKEI HPO	FIDELITY SPARTAN US TREASURY MONEY MARKET
nn 1			8 W/H TAX DIV WFC 8 W/H TAX DIV INTC 8 W/H TAX DIV COP		~	W/H TAX DIV	08 W/H TAX DIV JNJ 08 W/H TAX DIV CVX	08 W/H TAX DIV XOM 08 W/H TAX DIV EXC					ш	ш					W/H TAX DIV	ш	ш	08 W/H TAX DIV HD 08 W/H TAX DIV TWX			W/H TAX DIV				W/H TAX DIV	W/H TAX DIV	08 W/H TAX DIV UTX 08 W/H TAX DIV UPS		08 W/H TAX DIV MMM 08 W/H TAX DIV FXC			08 CHECK WIRE		008 CHECK WIRE 08 W/H TAX DIV KO			ш		
Column 1	<u>Date</u> 5/23/2008	5/29/2008	6/2/2008	6/3/2008	6/6/2008	6/10/2008	6/10/2008	6/10/2008	6/12/2008	7/21/2008	8/1/2008	8/8/2008	8/13/2008	8/18/2008	8/18/2008	8/22/2008	9/9/2008	9/10/2008	10/2/2008	10/2/2008	10/2/2008	10/2/2008	10/2/2008	10/2/2008	10/2/2008	10/2/2008	10/2/2008	10/2/2008	10/2/2008	10/2/2008	10/2/2008	10/2/2008	10/2/2008	10/2/2008	10/2/2008	10/8/2008	10/22/2008	10/29/200	11/4/2008	11/4/2008	11/4/2008	11/4/2008	11/4/2008

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Column 12	Full History Cash Withdrawals	(26,194)	(4,563)	(4,831)	(20,000,000)	(1)	(0)	(1)	(E)	(0)
Column 11	6-Year Cash Withdrawals	(26,194)	(4,563)	(4,831)	(20,000,000)	(1)	(0)	(1)	Ξ	(0)
Column 10	2-Year Cash Withdrawals	(26,194)	(4,563)	(4,831)	(20,000,000)	(1)	(0)	(1)	Ξ	(0)
Column 9	90-Day Preferential Transfers	(26,194)	(4,563)	(4,831)	(20,000,000)	Ξ	(0)	Ξ	Ξ	(0)
Column 8	Balance of Principal	230,408,780	230,404,217	230,399,386	210,399,386	210,399,385	210,399,385	210,399,384	210,399,383	210,399,383
Column 7	Transfers of Principal Out	•								
Column 6	Transfers of Principal In	•								
Column 5	Cash Withdrawals	(26,194)	(4,563)	(4,831)	(20,000,000)	(1)	(0)	(1)	Ξ	(0)
Column 4	Cash Deposits									
Column 3	Transaction Amount Reported in Customer Statement	(26,194)	(4,563)	(4,831)	(20,000,000)	Ξ	(0)	(1)	Ξ	(0)
Column 2	<u>Transaction</u> <u>Description</u>	W/H TAX DIV MRK	W/H TAX DIV BAX	W/H TAX DIV MO	CHECK WIRE	FIDELITY SPARTAN US TREASURY MONEY MARKET				
Column 1	Date	11/4/2008 W	11/4/2008 W	11/4/2008 W	11/28/2008 C	12/3/2008 F	12/3/2008 Fi	12/3/2008 F	12/3/2008 Fi	12/3/2008 F

\$ 746,240,000

Total:

BLMIS ACCOUNT NO. 1FN086 - KINGATE EURO FUND LTD

92-01329-sgm

\$ (538,040,617)

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Column 12 <u>Full History</u> <u>Cash</u> Withdrawals	C C C C C C C C C C	(203) (203) (203) (96) (90)
Column 11 <u>6-Year</u> <u>Cash</u> Withdrawals		
Column 10 2-Year Cash Withdrawals		
Column 9 <u>96-Day</u> <u>Preferential</u> <u>Transfers</u>		
Column 8 Balance of Principal	2,000,000 1,099,810 1,999,810 1,999,810 1,999,810 1,999,811 1,999,678 1,999,337 1,999,337 1,999,337 1,999,337 1,999,337 1,999,337 1,999,338 1,998,839 1,998,838 1,998,838 1,998,838 1,998,838 1,998,838 1,998,838 1,998,838 1,998,838 1,998,838 1,998,838 1,998,838 1,998,838 1,998,838 1,998,838 1,992,838 1,992,838 1,992,838 1,992,838 1,992,838 1,992,838 1,992,838 1,992,838 1,992,838 1,992,838 1,992,838 1,992,838 1,992,838 1,992,838 1,992,838 1,992,838 1,992,838 1,992,838 1,992,838	3,291,927 3,291,337 3,291,134 3,291,038 3,290,753
Column 7 <u>Transfers of</u> <u>Principal Out</u>		
Column 6 Transfers of Principal In		
Column 5 Cash Withdrawals	(13) (13) (13) (13) (13) (13) (13) (13)	(590) (203) (96) (90) (195)
Column 4 <u>Cash</u> <u>Deposits</u>	2,000,000	1,300,000
Column 3 Transaction Amount Reported in Customer Statement	(199) (103)	(590) (203) (203) (30) (30) (495)
Column 2 <u>Transaction</u> <u>Description</u>	CHECK WIRE WH TAX DIV MYC WH TAX DIV MYC WH TAX DIV BAA WH TAX DIV ADIV BAC WH TAX DIV ADIV WH TAX DIV BAC WH T	CHECK WRE W/H TAX DIV XON W/H TAX DIV MOB W/H TAX DIV GM W/H TAX DIV GM W/H TAX DIV BM
Column 1 <u>Date</u>	444444444444444444444444444444444444444	3/9/1995 CI 3/10/1995 W 3/10/1995 W 3/10/1995 W 3/10/1995 W

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CCOUNT NO. 1FN061 - KINGATE GLOBAL FUND LTD C/O BANK OF BERMUDA LTD A/C/F KINGATE GLOBAL FUND

	98	-01	3 26)-6(BHR)	Ð	⊛	6	9 3	թ-։	1 _F	il€	ile Sile	30 ½	20/	6¢	<u> </u>	41	.4	Ęŗ	₩.	νŧ€	3 00	O Z	<u>201</u>	6ø(P P.	41 <u>3</u>	1 0	14	51	1 8	20	ρE	Į.	- ìł	hil) JAÇ	Α	١.				
Column 12 Full History	Cash Withdrawals	(129)	(6)	(27)	(22)	(246)	(82)	- (59)	(101)	(42)	(173)	(531)	(267)	(10c)		iPų		4€			488	200	(345)	(228)	(437)	(451)	(255)	(327)	(81)	(87)	(276)	(562)	(491)	(761)	(202)	(36)	(1,555)	(597)	(1.148)	(834)	- (1)	(244)	(14)	(104)	(524)
Column 11 6-Vear	Cash Withdrawals					ľ			•				١																		١					·		•		٠		•		•	
Column 10	Cash Withdrawals					١			•				١																		٠					·				•					
Column 9	Preferential Transfers					١			•				١																		١														
Column 8	Balance of Principal	3,290,625	3,290,322 3,290,316 3,290,175	3,290,148	3,290,031	3,289,597	3,289,514	5,739,432 5,739,367	5,739,266	5,739,184	5,738,527	5,737,996	5,737,366	6,237,065	6,487,065	6,487,065	6,486,887	6,486,790	6,486,752	6,486,132	8,386,132	8,385,504	8,384,610	8,384,382	8,383,652	8,383,200	8,381,520	8,381,193	8,381,050	8,381,020	8,380,714	8,379,814	8,379,323	10,729,172	10,728,970	10,728,622	10,727,068	10,726,037	10,725,370	10,723,388	15,483,388	15,483,133	15,483,119	15,482,690	15,482,456
Column 7	Transfers of Principal Out					١							٠																																
Column 6	Transfers of Principal In												١																											٠					
Column 5	Cash Withdrawals	(129)	(201) (6) (141)	(27)	(22)	(246)	(82) (83)	- (59)	(101)	(42)	(173)	(531)	(267)	(10c)			(178)	(50)	(38)	(129)	(302)	(327)	(345)	(228)	(452)	(451)	(255)	(327)	(81)	(30)	(276)	(562)	(491)	(701)	(202)	(36)	(1,555)	(597)	(668)	(834)	· (II)	(244)	(14)	(104)	(234)
Column 4	Cash Deposits				. 1			2,450,000	•				١	500,000	250,000	(250,000)					1,900,000													2,350,000							4,760,000				
Column 3 Transaction Amount	Reported in Customer Statement	(102)	(5)	(27)	(22)	(246)	(82)	2,450,000 (65)	(101)	(42)	(442)	(531)	(267)	500,000	250,000	(250,000)	(178)	(50)	(38)	(129)	1,900,000	(327)	(345)	(228)	(432)	(451)	(255)	(327)	(81)	(67)	(276)	(553)	(491)	2,350,000	(202)	(36)	(1,555)	(597)	(668)	(834)	4,760,000	(244)	(14)	(104)	(234)
Column 2	<u>Transaction</u> <u>Description</u>	W/H TAX DIV MMM W/H TAX DIV BAC	W/H TAX DIV DD W/H TAX DIV DD #IDELITY ASH RESERVES SBI W/H TAX DIV FCRXX W/H TAX DIV ASH C	WHITAX DIV PEP	W/H TAX DIV AIG W/H TAX DIV KO	W/H TAX DIV MRK	W/H TAX DIV EK W/H TAX DIV S	CHECK WIRE W/H TAX DIV HWP	W/H TAX DIV WMT	WITH TAX DIV C. WITH TAX DIV C. WITH TAX DIV FCRXX	W/H IAX DIV DOW	W/H TAX DIV T W/H TAX DIV BYM	WHITE STATE OF THE	W/H 1AA DIV BEL CHECK WIRE	CHECK WRF	CANCEL CHECK	W/H TAX DIV CCI W/H TAX DIV DIS	WIT TAX DIV DIS FIDELITY CASH RESERVE SBI W/H TAX DIV FOR FCRXX	W/H TAX DIV INTC	W/H TAX DIV BA	CHECK WIKE W/H TAX DIV SO	W/H TAX DIV JNJ W/H TAX DIV AND	W/H TAX DIV GM	W/H TAX DIV IBM	W/H TAX DIV MMM	W/H TAX DIV AN W/H TAX DIV XON	W/H TAX DIV BAC	W/H TAX DIV ARC W/H TAX DIV AIG	W/H TAX DIV MCD	FIDELLLY ASH RESERVES SBI W/H TAX DIV FORXX W/H TAX DIV MCIC	W/H TAX DIV PEP	W/H TAX DIV MRK	W/H TAX DIV KO W/H TAX DIV SI B	CHECK WIRE	W/H TAX DIV WMT	FIDELITY CASH RESERVES SBI W/H TAX DIV FCRXX	W/H TAX DIV GE W/H TAX DIV DOW	W/H TAX DIV AIT	W/H TAX DIV BEL W/H TAX DIV T	W/H TAX DIV BMY	CHECK WIRE W/H TAX DIV AIG	W/H TAX DIV AXP	FIDELITY CASH RESERVES SBI W/H TAX DIV FCRXX W/H TAX DIV CCI	W/H TAX DIV DIS	W/H TAX DIV BA
Column 1	Date		3/14/1995 3/15/1995	3/17/1995				4/11/1995	4/17/1995	4/24/1995					5/5/1995	5/5/1995	5/17/1995		6/1/1995		6/6/1995	6/6/1995	6/12/1995	6/12/1995		6/12/1995		6/15/1995	6/16/1995	6/19/1995			7/3/1995		7/10/1995	7/19/1995	7/25/1995	,	8/1/1995	ш	8/2/1995	8/10/1995	8/16/1995	8/18/1995	9/1/1995

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Column 12 Full History	Cash Withdrawals	(92)	(880)	(584)	(544)	(622)	(404)	(811)	(983)	(2,561)	(177)	(783)	(664)	(808)	(183)	(155)	(618)	(1,674)	(533)	(1,157)	(455)	(201)	(45)	(2,795		(4,4,1)	1.10	(1,210	(2,09	4	(43.5)	0	(63)	(351)	(132)	(1,543)	(000)	(70)	(8)	(1,483)	(1 202)	(905)	(3,830)	(801)	(169)	(267)	(35)	(1,620)	(977)	(781)	(914)		(664)	(9)	-	(21)	(1,352)	(2,5%)	(627)	(06)	
Column 11 6-Year	Cash Withdrawals	•				•							•				•	•				ľ	•		•			٠					•		•				•									•			•		•								
Column 10 2-Year	Cash Withdrawals	•				•											•					ŀ													•													•			•										
Column 9 <u>90-Day</u>	Preferential Transfers																					ŀ																													•										
Column 8	Balance of Principal	15,482,364	15,481,484	15,480,900	16,280,356	16,279,735	16,279,330	16,278,519	16,277,530	16,274,952	16,274,182	16,273,399	16,272,735	16,272,670	16,271,684	16,271,529	16,270,912	16,269,238	16,268,705	16,267,548	16,267,311	17,066,856	17,066,811	17,064,017	17,063,225	17,061,733	17,059,666	17,058,456	17,056,365	24,356,365	24,355,933	24,355,752	24.355.208	24,354,858	24,354,725	24,353,182	27.552.322	27,552,252	27,552,244	27,550,762	27,530,183	27,548,081	27,544,252	27,543,451	27,542,760	27,541,294	27,541,260	27,539,640	27,539,414	27.536.191	27,535,277	31,535,277	31,534,614	31,533,167	35,983,167	35,983,146	35,981,794	35,979,198	35.978.361	35,978,271	
Column 7	Transfers of Principal Out	•																				ŀ													•													•													
Column 6	Transfers of Principal In	•																				ŀ													•													•													
Column 5	Cash Withdrawals	(92)	(088)	(584)	(544)	(622)	(404)	(811)	(983)	(2,561)	(177)	(783)	(664)	(608)	(183)	(155)	(818)	(1,674)	(533)	(1,157)	(455)	(60)	(45)	(2,795)	(792)	(1,492)	(1,104)	(1,210)	(2,091)		(432)	(181)	(63)	(351)	(132)	(1,543)	(000)	(70)	(8)	(1,483)	(1 202)	(905)	(3,830)	(801)	(169)	(267)	(35)	(1,620)	(276)	(2,#42)	(914)		(664)	(9)		(21)	(1,352)	(2,596)	(809)	(06)	
Column 4	Cash Deposits			- 000 000	000,000																	800,000								7,300,000							3.200.000	,													•	4,000,000			4,450,000						
Column 3 Transaction Amount	Reported in Customer Statement	(92)	(088)	(584)	(544)	(622)	(404)	(811)	(983)	(2,561)	(177)	(783)	(664)	(608)	(183)	(155)	(618)	(1,674)	(533)	(1,157)	(231)	800.000	(45)	(2,795)	(792)	(1,492)	(1,104)	(1,210)	(2,091)	7,300,000	(432)	(181)	(8)	(351)	(132)	(1,543)	3.200.000	(70)	(8)	(1,483)	(3/8)	(902)	(3,830)	(801)	(169)	(267)	(35)	(1,620)	(226)	(781)	(914)	4,000,000	(664)	(9)	4,450,000	(21)	(1,352)	(2,596)	(622)	(06)	
Column 2	<u>Transaction</u> <u>Description</u>	W/H TAX DIV INTC	W/H TAX DIV F	W/H TAX DIV JNJ	W/H TAX DIV SO	W/H TAX DIV GM	W/H TAX DIV IBM	W/H TAX DIV AN	W/H LAX DIV MOB FIDELITY CASH RESERVES SBI W/H TAX DIV FCRXX	W/H TAX DIV XON	W/H TAX DIV MMM	W/H TAX DIV DD	W/H TAX DIV BAC	W/H I.AA DIV ARC	W/H TAX DIV MCD	W/H TAX DIV AIG	W/H TAX DIV PEP	W/H TAX DIV MRK	W/H TAX DIV EK	W/H TAX DIV KO	W/H TAX DIV SLB	CHECK WIRE	FIDELITY CASH RESERVES SBI W/H TAX DIV FCRXX	W/H TAX DIV GE	W/H TAX DIV DOW	W/H TAX DIV BMY	W/H TAX DIV AIT	W/H TAX DIV BEL	W/H TAX DIV T	CHECK WIRE	W/H TAX DIV AXP	W/H TAX DIV DIS	FIDELITY CASH RESERVES SBI W/H TAX DIV FCRXX	W/H TAX DIV BA	W/H TAX DIV INTC	W/H TAX DIV F	W/A LAX DIV JIV	W/H TAX DIV MCIC	FIDELITY CASH RESERVES SBI W/H TAX DIV FCRXX	W/H TAX DIV MOB	W/H TAX DIV IBM	W/H TAX DIV GM	W/H TAX DIV XON	W/H TAX DIV MMM	W/H TAX DIV BAC	W/H TAX DIV MCD	W/H TAX DIV ARC	W/H TAX DIV KO	W/H TAX DIV AIG	W/H TAX DIV EK	W/H TAX DIV PEP	CHECK WIRE	W/H TAX DIV WMT	FIDELITY CASH RESERVES SBI W/H TAX DIV FCRXX	CHECK WIRE	FIDELITY CASH RESERVES SBI W/H TAX DIV FCRXX	W/H TAX DIV CCI	W/H TAX DIV F	W/H TAX DIV BA	W/H TAX DIV COL	
Column 1	Date	9/1/1995		9/5/1995				9/11/1995			9/12/1995		9/15/1995			9/22/1995				10/2/1995			5		2	11/1/1995			ш			11/17/1995				12/1/1995			П	12/11/1995					12/14/1995				12/22/1995					1/18/1996			9	3/1/1996			

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Column 12	Cash Withdrawals	(999)	(2,179)	(1,407)	(1,987)	(69)	(179)	(130)	(197)	(2,321)	-	(900)	(67)	(1,130)	(3,938)	(2,87)	(2,16	(1,82) (1,01)	100		(1,734)	20	(105)	(268)	(3,040)	(437)	(3,148)	(2,588)	(1,186)	(1,438)	(398)	(51)	(1,408)	(2,499)	(3,260)	(689)	- (02.6)	(6/6)	(40)	(1,377)	(2,798)	(4,843)	(1,244)	(2,293)	(3,429)	•
Column 11	O-Year Cash Withdrawals												·						•							•																				
Column 10	Z-Year Cash Withdrawals												•						•							٠													•						•	
Column 9	Preferential Transfers												•													•																				
Column 8	Balance of Principal	35,977,272 35,970,850	35,968,279	35,964,065 35,962,658 35,961,099	35,959,112	35,957,610	35,957,405	35,956,705 35,956,574	35,956,378	35,952,179	38,350,481	38,349,581	38,348,750	38,347,620	38,342,228	38,337,035	38,334,878	38,333,048 38,332,033	39,032,033	39,031,164	39,029,430	39,028,681	39,029,002	39,028,629	39,025,589	46,325,153	46,322,004	46,317,774	46,316,588	46,314,243	46,313,845	46,313,499	46,312,092	46,308,661	46,305,401	52,804,712	54,304,712	54,301,734	54,301,694	54,293,327	54,290,529	54,285,686	54,283,381	54,281,088	54,275,090	58,775,090
Column 7	Transfers of Principal Out																									٠													•		•					
Column 6	Transfers of Principal In					·																																								
Column 5	Cash Withdrawals	(6,422)	(2,571)	(2,036) (1,407) (1,558)	(1,987)	(69)	(179)	(700)	(197)	(2,321)	(7,60,1)	(900)	(67)	(1,130)	(3,938)	(2,317)	(2,157)	(1,829)	(000)	(828)	(1,734)	(321)	321	(268)	(3,040)	(437)	(3,148)	(2,588)	(1,186)	(1,438)	(398)	(51)	(1,408)	(2,499)	(3,260)	(689)	(020)	(666)	(40)	(1,377)	(2,798)	(4,843)	(1,244)	(2,293)	(3,429)	
Column 4	<u>Cash</u> <u>Deposits</u>										2,400,000								700,000						7.300.000	- cooloosi									- 000 002 7	000,000,0	1,500,000									4,500,000
Column 3	Reported in Customer Statement	(999)	(2,179)	(2,036) (1,407) (1,538)	(1,987)	(69)	(179)	(700)	(191)	(1,979)	2,400,000	(900)	(29)	(1,130)	(3,938)	(2,877)	(2,157)	(1,829)	700,000	(828)	(1,734)	(321)	321	(268)	(3,040)	(437)	(3,148)	(2,588)	(1,186)	(1,438)	(398)	(51)	(1,408)	(2,499)	(3,260)	(689)	1,500,000	(616)	(40)	(1,377)	(2,798)	(4,843)	(1,244)	(2,293)	(3,429)	4,500,000
Column 2	<u>Transaction</u> <u>Description</u>	W/H TAX DIV IBM W/H TAX DIV XON	W/H TAX DIV MOB W/H TAX DIV AN	WH TAX DIV GM WH TAX DIV BAC WH TAX DIV INJ	W/H TAX DIV DD W/H TAX DIV ARC	WHITE TAY DIV MED BEEDVIS SBI W/H TAY DIV ECDYY	W/H TAX DIV AIG	W/H TAX DIV PEP W/H TAX DIV S	W/H TAX DIV EK W/H TAX DIV MBK	WHITE DIVING	WHIAA DIV C CHECK WRE	W/H TAX DIV WMT W/H TAX DIV HWP	FIDELITY CASH RESERVES SBI W/H TAX DIV FCRXX	W/H IAX DIV GE W/H TAX DIV DOW	W/H TAX DIV T	W/H IAX DIV BEL W/H TAX DIV BMY	W/H TAX DIV AIT	W/H TAX DIV NYN W/H TAX DIV PNU	CHECK WRE	W/H IAA DIV AAZ FIDELITY CASH RESERVES SBI W/H TAX DIV FCRXX	W/H TAX DIV CCI W/H TAX DIV DIS	W/H TAX DIV AIG	AMERICAN INTL GROUP INC CXL W/H TAX 5/07/96 AIG W/H TAX DIV COL.	W/H TAX DIV INTC	W/H TAX DIV F CHECK WIRE	W/H TAX DIV BA	W/H TAX DIV MOB	W/H TAX DIV AN	W/H TAX DIV JNJ W/H TAX DIV BAC	W/H TAX DIV MMM	W/H TAX DIV MCD W/H TAX DIV AIG	FIDELITY CASH RESERVES SBI W/H TAX DIV FCRXX	W/H TAX DIV PEP W/H TAX DIV WMT	W/H TAX DIV KO	W/H TAX DIV MRK	WH TAX DIV SLB	CHECK WIRE	W/H TAX DIV C	FIDELITY CASH RESERVES SBI W/H TAX DIV FCRXX	W/H TAX DIV DOW	W/H TAX DIV BEL	W/H TAX DIV T W/H TAX DIV EK	W/H TAX DIV PNU	W/H TAX DIV NYN W/H TAX DIV ATT	W/H TAX DIV BMY	CHECK WIRE
Column 1	Date			3/12/1996				3/29/1996						9		5/1/1996	П	5/1/1996		5/10/1996		ш	6/3/1996		6/3/1996	ш	961/01/9		961/11/9		6/14/1996		6/28/1996		7/1/1996					9		8/1/1996	9661/1/8	8/1/1996	Н	8/7/1996

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Column 12 Full History	Cash Withdrawals	(983)	(51)	(2,504)	(157)	(5,206)	(1,123)	(4,617)	(11,401)	(3,603)	(2,303)	(33)	(3,807)	(2,329)	(646)	(573)	(2,265)	(1,723)	(6,199)	(1,500)		4		<u>\$</u>	(1,73	(3,787)	219)	(4,187)	(1,506)	(2,664)	(4,942)	(3,278)	(1,451)	(3,431)	(865)	(5,098)	(783)	(8,156)	(2,960)	(1001)	(2)	(896,1)		(40)	(8,762)	(252)	(1.898)	-	(7,022)	(18,745)	(6,779)	(3,391)
Column 11 <u>6-Year</u>	Cash Withdrawals	•						•			•		•		•	•		•	•			•				ŀ								•								, ,						•	•		•	
Column 10 2-Year	Cash Withdrawals			•				٠			•		٠									•							٠							١		•				ı .						•	•		•	
Column 9 90-Day	Preferential Transfers			•									•																					•				•										•			•	
Column 8	Balance of Principal	58,774,107	58,773,390	58,770,886	58,770,244	58,765,038	69,963,915	69,959,298	69,947,897	69,940,527	69,938,224	69,935,187	69,931,380	69,929,051	69,927,885	69,927,312	69,925,047	69,918,708	69,912,509	69,911,003	76,410,480	76,410,473	85,403,856	85,403,840	85,402,088	85,397,933	94,897,933	94,892,131	94,890,625	94,887,962	94,866,750	94,863,471	94,858,795	94,855,364	94,834,499	94,844,002	94,843,980	94,835,041	94,832,081	105,829,774	105,829,772	105,823,164	118,823,164	118,823,124	118,809,532	118,809,280	118,806,608	122,006,608	121,999,585	121,972,628	121,965,849	121,962,458
Column 7	Transfers of Principal Out										•																		•																							
Column 6	Transfers of Principal In										•											•												•														•	•		•	
Column 5	<u>Cash</u> Withdrawals	(983)	(51)	(2,504)	(157)	(5,206)	(1,123)	(4,617)	(11,401)	(3,603)	(2,303)	(33)	(3,807)	(2,329)	(646)	(573)	(2,265)	(1,723)	(6,199)	(1,506)	(523)	(7)	- (/10,0)	(16)	(1,752)	(3,787)	- 11615)	(4,187)	(1,506)	(2,664)	(4,942)	(3,278)	(1,451)	(3,431)	(865)	(5,098)	(783)	(8,156)	(2,960)	(1001=)	(2)	(4,619)		(40)	(8,762)	(252)	(1.898)	-	(7,022)	(18,745)	(6,779)	(3,391)
Column 4	<u>Cash</u> <u>Deposits</u>						11,200,000													0000005.9	,		000,000,6				9,500,000													11,000,000			13,000,000					3,200,000				
Column 3 Transaction Amount	Reported in Customer Statement	(983)	(51)	(2,504)	(157)	(5,206)	11,200,000	(4,617)	(11,401)	(3,603)	(2,303)	(33)	(3,807)	(2,329)	(646)	(573)	(2,265)	(1,723)	(6,199)	(1,506)	(523)	(1)	000,000,6	(16)	(1,752)	(3,787)	9,500,000	(4,187)	(1,506)	(16.270)	(4,942)	(3,278)	(1,451)	(3,431)	(865)	(5,098)	(783)	(8,156)	(2,960)	11,000,000	(2)	(4,019)	13,000,000	(40)	(8,762)	(252)	(1,898)	3,200,000	(7,022)	(8,212)	(6,779)	(3,391)
Column 2	<u>Transaction</u> <u>Description</u>	W/H TAX DIV AXP	W/H LAX DIV DIS FIDELITY CASH RESERVES SBI W/H TAX DIV FCRXX	W/H TAX DIV CCI	W/H TAX DIV COL	W/H TAX DIV F	W/H IAA DIV BA CHECK WIRE	W/H TAX DIV MOB	W/H TAX DIV XON W/H TAX DIV AN	W/H TAX DIV GM	W/H TAX DIV IBM	W/H TAX DIV JINJ FIDELITY CASH RESERVES SBI W/H TAX DIV FCRXX	W/H TAX DIV DD	W/H TAX DIV BAC	W/H TAX DIV MCD	W/H TAX DIV AIG	W/H TAX DIV PEP W/H TAX DIV KO	W/H TAX DIV EK	W/H TAX DIV MRK	W/H TAX DIV WMT CHECK WIRE	W/H TAX DIV C	FIDELITY CASH RESERVES SBI W/H TAX DIV FCRXX	WALLANDIV I CHECK WIRE	FIDELITY CASH RESERVES SBI W/H TAX DIV FCRXX	W/H TAX DIV CCI W/H TAX DIV NTC	W/H TAX DIV F	CHECK WIRE W/H TAX DIV BA	W/H TAX DIV JNJ	W/H TAX DIV IBM	W/H TAX DIV AN W/H TAX DIV XON	W/H TAX DIV GM	W/H TAX DIV MOB	W/H TAX DIV MTC	W/H TAX DIV MMM	W/H LAX DIV MCD W/H TAX DIV DD	W/H TAX DIV KO	FIDELLIY CASH RESERVES SBI W/H TAX DIV FCRXX W/H TAX DIV AIG	W/H TAX DIV MRK	W/H TAX DIV PEP W/H TAX DIV EK	WIRE	FIDELITY SPARTAN US TREASURY MONEY MARKET	W/H TAX DIV WMT	CHECK WIRE	FIDELITY SPARTAN US TREASURY MONEY MARKET W/H TAX DIV CCI	W/H TAX DIV F	W/H TAX DIV COL	W/H TAX DIV BA	CHECK WIRE	W/H TAX DIV GM W/H TAX DIV MOB	W/H TAX DIV MOB W/H TAX DIV XON	W/H TAX DIV AN	W/H TAX DIV IBM
Column 1	Date	961/6/8	8/19/1996	961/61/8	9/3/1996	9/3/1996	9661/6/6	9661/01/6	9661/01/6	9/10/1996	961/01/6	9/10/1996	9/12/1996	9/12/1996	9/13/1996	9/20/1996	9661/1/2/6	9661/1/01	10/1/1996	9661/2/01	10/15/1996	10/15/1996	11/7/1996	11/8/1996	12/2/1996	12/2/1996	12/5/1996	12/10/1996	12/10/1996	12/10/1996	12/10/1996	12/10/1996	12/12/1996	12/12/1996	12/13/1996	12/16/1996	12/20/1996	1/2/1997	1/2/1997	1/9/1997	1/10/1997	7661/21/1	2/6/1997	2/18/1997	3/3/1997	3/3/1997	3/7/1997	3/10/1997	3/10/1997	3/10/1997	3/10/1997	3/10/1997

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Column 12 Full History	Cash Withdrawals	(5)	(5,501)	(4,575)	(6,0,0)	(1,204)	(2.008)	(Caralia)	(1,042)	(1,604)	(42)	(5,142)	(4,204)	(4,154)	- (1.429)	(12)	(1,196)	(2,900)	(905)	(166)	79	(2,70	4,884	P (4	4,38,4)	(23,94)	(9,12)	(14,956)	(10,609)	(2,937)	(59)	(2,498)	- (1.782)	(4,539)	(1,620)	(7,406)	(10,364)	(2,709)	(5,851)	- (2.839)	(4,656)	(4,240)	(8,412)	(26,193)	(11,876)	(9,794)	(18,725)	(3,321)	(16)	(2,763)	(1,5/6)	
Column 11 6-Year	Cash Withdrawals			•				٠	•		·			•		•	•					•	,		•		•	•		ľ					٠			•		•			•		•	•		•	•		•		
Column 10 2-Year	Cash Withdrawals							٠	•			•		•													•	•		·													•			•		•			•		
Column 9 90-Day	Preferential Transfers							٠						•																٠													•		•	•					•		
Column 8	Balance of Principal	121,962,453	121.952,132	121,948,035	118,741,962	118,740,758	118,736,429	133,736,419	133,735,377	133,731,782	133,731,740	133,726,598	133,715,389	133,711,235	153,711,235	153,709,795	153,708,599	153,705,699	153,699,134	153,698,969	180,694,887	180,692,186	180,687,306	207,687,273	207,683,313	207,678,889	207,654,946	207,645,824	207,630,869	207,611,657	207,608,720	219,608,655	219,606,157	226,606,157	226,599,836	226,598,216	226,590,810	226,580,446	226,561,082	226,555,231	233,555,231	233,547,736	233,543,496	233,535,084	233,508,843	233,496,967	233,470,487	233,451,762	233,448,441	260,948,425	260,945,662	260,934,086	
Column 7	Transfers of Principal Out				(3,200,000)									•																																•					•		
Column 6	Transfers of Principal In							٠																																													
Column 5	Cash Withdrawals	(5)	(3,301)	(4,575)	(0,0/0)	(1,204)	(2,008)	(2001)	(1,042)	(1,604)	(42)	(5,142)	(4,204)	(4,154)	(1.429)	(12)	(1,196)	(2,900)	(909)	(166)	(4.082)	(2,701)	(4,880)	(66)	(3,959)	(4,381)	(23,944)	(9,122)	(14,956)	(10,609)	(2,937)	(59)	(2,498)	(1.782)	(4,539)	(1,620)	(7,406)	(10,364)	(16,636)	(5,851)	(2.830)	(4,656)	(4,240)	(8,412)	(26,193)	(11,876)	(16,686)	(18,725)	(3,321)	(16)	(2,763)	(1,5/6)	
Column 4	Cash Deposits							15,000,000							20,000,000					- 000 000 EC	000,000,12			27,000,000	•						12 000 000	- 12,000,000	1 000 000	000,000,/						1 000 000	000,000,								- 000 000 22	000,000,00			
Column 3 Transaction Amount	Reported in Customer Statement	(5)	(3,301)	(4,575)	(3,200,000)	(1,204)	(2.008)	15,000,000	(1,042)	(1,991)	(42)	(5,142)	(4,204)	(4,154)	20,000,000	(12)	(1,196)	(2,900)	(909)	(166)	27,000,000 (4.082)	(2,701)	(4,880)	27,000,000	(3,959)	(4,381)	(23,944)	(9,122)	(14,956)	(10,609)	(2,937)	(65)	(2,498)	7,000,000	(4,539)	(1,620)	(7,406)	(10,364)	(16,636)	(5,851)	(2 839)	(4,656)	(4,240)	(8,412)	(26,193)	(11,876)	(9,794)	(18,725)	(3,321)	(16)	(2,763)	(1,5/6)	
Column 2	Transaction Description	FIDELITY SPARTAN USTREASURY MONEY MARKET	W/H TAX DIV MMM	W/H TAX DIV BAC	W/H 1AA DIV DD TRANS TO 1FN08630 (1FN086)	W/H TAX DIV PEP	W/H TAX DIV SLB	CHECK WIRE	W/H TAX DIV WMT	W/H TAX DIV HWP	FIDELITY SPARTAN US TREASURY MONEY MARKET	W/H TAX DIV BMY	W/H TAX DIV BEL	W/H TAX DIV AIT	CHECK WIRE W/H TAX DIV AXP	FIDELITY SPARTAN USTREASURY MONEY MARKET	W/H TAX DIV DIS	W/H TAX DIV CCI	W/H TAX DIV INTC	W/H TAX DIV COL	CHECK WIKE W/H TAX DIV AN	W/H TAX DIV IBM	W/H TAX DIV MOB	CHECK WIRE	W/H TAX DIV HWP	W/H LAX DIV WMI FIDELITY SPARTAN USTREASURY MONEY MARKET	W/H TAX DIV GE	W/H TAX DIV BEL	W/H TAX DIV I	W/H TAX DIV BMY	W/H TAX DIV AXP	FIDELITY SPARTAN US TREASURY MONEY MARKET	W/H TAX DIV DIS	CHECK WIKE W/H TAX DIV MCD	W/H TAX DIV MMM	W/H TAX DIV AIG	WH TAX DIV NB	W/H TAX DIV KO	W/H TAX DIV S	W/H TAX DIV PEP	CHECK WIRE W/H TAX DIV SI B	W/H TAX DIV WMT	W/H TAX DIV HWP	W/H TAX DIV C FIDELITY SPARTAN USTREASURY MONEY MARKET	W/H TAX DIV GE	W/H TAX DIV BMY	W/H TAX DIV I	W/H TAX DIV BEL	W/H TAX DIV AXP	FIDELITY SPARTAN US TREASURY MONEY MARKET	W/H TAX DIV DIS	W/H LAX DIV MCD W/H TAX DIV KO	
Column 1	Date	3/11/1997	3/12/1997	3/12/1997	3/14/1997	3/31/1997	4/4/1997	4/8/1997	4/9/1997	4/16/1997	4/24/1997	5/1/1997	5/1/1997	2/1/1997	5/9/1997	5/12/1997	5/16/1997	7.661/61/6	6/2/1997				6/10/1997	7/8/1997	7/9/1997	7/18/1997	7/25/1997	8/1/1997	8/1/1997	8/1/1997	8/8/1997	8/20/1997	8/22/1997	9/12/1997	9/12/1997	9/19/1997	9/26/1997	10/1/1997	10/1/1997	10/7/1997	10/8/1997	10/14/1997	10/15/1997	10/22/1997	10/27/1997	11/3/1997	11/3/1997	11/3/1997	11/10/1997	11/20/1997	11/21/1997	12/15/1997	

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Column 12 Full History	Cash Withdrawals	(11)	(1,433)	(15,129)	(5,349)	- (7 335)	(4)	'	(6,765)	(1.765)	(1,302)	(13,280)	1 (1)	(5,3/4)	(14,396)	(13,863)	(11,735)	(26,531)	(11,261)	(8,211)	(6,287)	(13,436)		(3,50	4	€ (2,7)	024.12	(21,785)	(15,705)	(13,76 3)	(4,280)	(26)	(4,229)	(6.618)	(15,754)	(11,881)	(32,9/3)	(3,214)	- 117	(1),428)	(2,913)	(19,303)	(10,111)	(16,992)	(1,509)	(9,433)	(17,633)	(11,957)	(25,317))Aţ	(4,439)	(8,216)	(7,996)	(40)	(46,316)	(18,465)	(000,000)
Column 11	Cash Withdrawals	•	•					٠	•			•												ľ		•			•	•			•			•			•			•			•			•						•			
Column 10	Cash Withdrawals	1	•					٠				•					•							ľ		•			•				•						•			•			•			•						•		•	
Column 9	Preferential Transfers	•	•					٠	•			•												ľ		•			•				•						•			•			•			•						•	•		
Column 8	Balance of Principal	260,934,448	260,933,015	260.910.336	260,904,988	279,904,988	279,897,648	304,897,648	304,890,883	304.889.091	304,887,789	304,874,509	325,874,509	325,869,135	325,849,739	325,835,877	325,824,141	325,797,610	325,777.038	325,768,827	325,762,540	325,749,104	325.745.455	325,741,891	370,741,891	370,736,095	370,711,948	370,690,163	370,674,455	370,660,692	400,000,092	400,656,386	400,652,157	418,652,157	418,629,785	418,617,904	418.578.452	418,575,239	418,551,325	418.539.895	418,536,982	418,517,680	418.505,004	418,488,012	418,486,503	418.501.184	418,483,550	418,471,593	418,446,277	473,446,277	473,441,838	473,433,621	473,413,318	473,413,278	473,366,962	473,348,497	11100000
Column 7	Transfers of Principal Out	•	•			•		٠	•			•			•	•	•			•						•							•			•			•			•			•			•						•	•	•	
Column 6	Transfers of Principal In	•	•					٠	•			•					•												•				•			•			•			•			•			•						•	•	•	(20,230)
Column 5	Cash Withdrawals	(11)	(1,433)	(15,129)	(5,349)	- (7.335)	(4)	'	(6,765)	(1.763)	(1,302)	(13,280)	1 6	(5,3/4)	(14,396)	(13,863)	(11,735)	(26,531)	(11,261)	(8,211)	(6,287)	(13,436)	(3.599)	(3,563)		(5,796)	(24.122)	(21,785)	(15,709)	(13,763)	(4,280)	(26)	(4,229)	(6.618)	(15,754)	(11,881)	(6,476)	(3,214)	(23,914)	(11,428)	(2,913)	(19,303)	(10,111)	(16,992)	(1,509)	(3,233)	(17,633)	(11,957)	(25,317)		(4,439)	(8,216)	(7,996)	(40)	(46,316)	(18,465)	Page 7 of
Column 4	Cash Deposits	•	•			19,000,000		25,000,000				•	21,000,000		٠	•	•								45,000,000	•				30,000,000	000,000,000		1 000 000 01	18,000,000		•			•			•			•		٠	•	3 000 000	52,000,000				•		•	
Column 3 Transaction Amount	Reported in Customer Statement	(11)	(1,433)	(7,249)	(5,349)	19,000,000	(4)	25,000,000	(6,765)	(1.765)	(1,302)	(13,280)	21,000,000	(5,3/4)	(14,396)	(13,863)	(11,735)	(26,531)	(11,281)	(8,211)	(6,287)	(13,436)	(3.599)	(3,563)	45,000,000	(5,796)	(24.122)	(21,785)	(15,709)	30,000,000	30,000,000 (4.280)	(26)	(4,229)	18,000,000	(15,754)	(11,881)	(52,975)	(3,214)	(23,914)	(11,428)	(2,913)	(19,303)	(10,111)	(16,992)	(1,509)	23.914	(17,633)	(11,957)	3 000 000	52,000,000	(4,439)	(8,216)	(7,996)	(40)	(46,316)	(18,465)	(000,004)
Column 2	<u>Transaction</u> <u>Description</u>	FIDELITY SPARTAN US TREASURY MONEY MARKET	W/H TAX DIV AIG	W/H TAX DIV NB W/H TAX DIV MRK	W/H TAX DIV PEP	CHECK WIRE	FIDELITY SPARTAN US TREASURY MONEY MARKET	CHECK WIRE	W/H TAX DIV CCI	FIDELLIY SPAKTAN US TREASURY MÜNEY MAKKET WHY TAX DIV MER	W/H TAX DIV INTC	W/H TAX DIV F	CHECK WIRE	W/H TAX DIV BA W/H TAX DIV IBM	W/H TAX DIV AN	W/H TAX DIV GM	W/H TAX DIV MOB	W/H TAX DIV XON	W/H TAX DIV BAC	W/H TAX DIV MMM	W/H TAX DIV ARC	W/H TAX DIV DD	WH TAX DIV SLB	W/H TAX DIV WMT	CHECK WIRE	W/H TAX DIV HWP	FIDELLI SPARIAN US IREASORI MONEI MARNEI W/H TAX DIV BEI.	W/H TAX DIV T	W/H TAX DIV BMY	W/H TAX DIV AIT	WH TAX DIV AXP	FIDELITY SPARTAN USTREASURY MONEY MARKET	W/H TAX DIV DIS	CHECK WIKE	W/H TAX DIV JNJ	W/H TAX DIV GM	W/H TAX DIV AON W/H TAX DIV MOB	W/H TAX DIV IBM	W/H TAX DIV AN	W/H TAX DIV BAC FIDELITY SPARTAN USTREASURY MONEY MARKET	W/H TAX DIV MCD	W/H TAX DIV DD	W/H TAX DIV AIG	W/H TAX DIV NB	W/H TAX DIV NT	W/H IAA DIV FEF AMOCO CORP CANCEL W/H	W/H TAX DIV KO	AMOCO CORP W/H TAX DIV	W/H TAX DIV MRK	CHECK WIRE	W/H TAX DIV SLB	W/H TAX DIV WMT	W/H IAX DIV C	FIDELITY SPARTAN US TREASURY MONEY MARKET	W/H TAX DIV GE	W/H TAX DIV BMY	
Column 1	Date	12/17/1997	12/19/1997	1/2/1998	П	1/9/1998		П		2/25/1998		3/2/1998		3/6/1998					3/10/1998		ш	3/16/1998				4/15/1998				5/1/1998							6/10/1998		6/10/1998		Н				6/30/1998		ш		7/1/1998			7/13/1998			ш	8/3/1998	

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Column 12 Full History Cash	(5.174) (15.543) (16.543) (16.543) (17.143) (17.143) (17.143) (17.143) (17.143) (17.143) (17.143) (17.143)	(1,935) (1,935) (1,1436) (1,1806) (1,807) (22) (22) (23,187) (3,936) (3,936) (3,766) (3,766)	- 100 (100 (100 (100 (100 (100 (100 (100	TECHENO 20 689 241 40 145 1482 0 EXTANDIO 4 (28 88) (20 (28 88) (28 88) (20 (28 88) (20 (28 88) (20 (28 88) (20 (28 88) (20 (28 88) (20 (28 88) (20 (28 88) (20 (28 88) (20 (28 88) (20 (28 88) (28 88) (20 (28 88) (28 88) (28 88) (20 (28 88) (2
Column 11 <u>6-Year</u> <u>Cash</u>	Mindrawais			
Column 10 2-Year Cash	MINITERNAME AND THE PROPERTY OF THE PROPERTY O			
Column 9 <u>90-Day</u> Preferential	TINKELY			
Column 8 Balance of	Frincipal 473.294,967 473.294,967 473.794.20 520,279,420 520,274,277 530,274,277 535,274,277 535,274,277 535,284,868	543.268,486 553.208,486 553.208,482 553.206,547 553.253,111 553.253,305 553.253,305 553.253,097 553.202,809 553.189,203 553,184,017 560,184,017	583,182,054 583,182,055 583,182,055 583,165,724 583,146,724 583,146,724 583,042,625 583,094,266 583,094,266 583,094,266 583,082,882	\$3,082,854 \$58,082,854 \$98,082,854 \$98,028,003 \$98,102,105 \$97,997,215 \$97,997,215 \$97,997,216 \$97,904,816 \$97,904,816 \$97,904,816 \$97,904,816 \$97,904,816 \$97,904,816 \$97,904,816 \$97,904,816 \$97,904,816 \$97,886,719 \$97,886,719 \$97,886,719 \$97,886,719 \$97,886,719 \$97,886,719 \$97,886,719 \$97,886,719 \$97,882,910 \$97,882,910 \$97,882,910 \$97,882,910 \$97,882,910 \$97,882,910 \$97,882,910 \$97,882,910 \$97,882,634 \$97,882,536 \$97,887,702,435 \$97,702,401 \$97,702,401 \$97,702,401 \$97,702,401
Column 7 Transfers of				
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Column 5	(25,174) (25,174) (15,543) (4) (5,163) (1) (1,10) (1,10) (1,10)	(1,935) (11,836) (11,836) (1,806) (1,806) (22,187) (20,251) (3,936) (3,936) (3,936) (3,936) (3,936)	(1,959) (16,320) (11) (23,101) (16,830) (16,830) (3,327) (16,830) (3,327) (16,830) (3,475) (7,608)	(28) (18,681) (18,681) (18,681) (18,681) (19,710) (19,710) (27,972
Column 4	47,000,000	8,000,000	15,000,000	15,000,000
Column 3 Transaction Amount Reported in	(25,174) (15,543) (15,543) (4) 47,000,000 (5,143) (1,1	8,000,000 10,000,000 (1,935) (11,436) (1,806) (22) (24,187) (20,251) (2,936) (3,936) (3,936) (3,936) (4,936) (5,936) (4,936) (5,936)	(16,320) (16,320) (11,320) (11) (23,101) (16,320) (15,320) (16,320) (16,320) (16,320) (16,320) (16,320) (16,320) (16,320) (16,320)	(18,68) (18,68) (18,68) (18,68) (18,68) (18,68) (10,710) (22,119) (10,710) (23,59) (23,102) (23,69) (24,132) (24,132) (24,132) (24,132) (25,132) (25,132) (26,132)
Column 2 Transaction	WH TAX DIV T WH TAX DIV T WH TAX DIV AT FIDELITY SPARTAN US TREASURY MONEY MARKET CHECK WIRE WH TAX DIV AXP CHECK WIRE WH TAX DIV SARTAN US TREASURY MONEY MARKET CHECK WIRE WH TAX DIV MCP WH TAX DIV MCP WH TAX DIV PEP FIDELITY SPARTAN US TREASURY MONEY MARKET	CHECK WIRE FIDELITY SPARTEN US TREASURY MONEY MARKET WH TAX DIV MCD WH TAX DIV MCD WH TAX DIV MCD WH TAX DIV MCD WH TAX DIV BAC WH TAX DIV BAC WH TAX DIV BAC WH TAX DIV BAC WH TAX DIV BPP WH TAX DIV PEP WH TAX DIV WEF WH TAX DIV WEF WH TAX DIV WAF CHECK WIRE FIDELITY SPARTAN US TREASURY MONEY MARKET	CHECK WIRE WH TAX DIV TXN WH TAX DIV TXN WH TAX DIV PG HIDELITY SPARTAN US TREASURY MONEY MARKET WH TAX DIV F WH TAX DIV F WH TAX DIV WH WH TAX DIV NFC WH TAX DIV NFC WH TAX DIV NFC WH TAX DIV NFC WH TAX DIV BA HIDELITY SPARTAN US TREASURY MONEY MARKET	HEDELLY SPARTAN US TREASURY MONEY MARKET CHECK WIRE WH TAX DIV BM WH TAX DIV BM WH TAX DIV BM WH TAX DIV BM WH TAX DIV BD WH TAX DIV PEP WH TAX DIV WED WH TAX DIV WED WH TAX DIV WED WH TAX DIV WED WH TAX DIV WOE CHECK WIRE FIDELLY SPARTAN US TREASURY MONEY MARKET WH TAX DIV WOF WH TAX DIV WOF WH TAX DIV WE WH TAX DIV WO WH TAX DIV MO HEBELLY SPARTAN US TREASURY MONEY MARKET CHECK WIRE WH TAX DIV WM WH TAX DIV WM WH TAX DIV WM WH TAX DIV WM WH TAX DIV WW WH TAX DIV WOW WH
Column 1		8 8 8 8 8 8 8	6666	3/41/999 3/91/999 3/91/999 3/10/1999 3/10/1999 3/11/1999 4/11/999 4/11/1999 4/11/1999 4/11/1999 5/5/1999 5/5/1999 5/5/1999 6/11/1999

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Column 12 Full History	Cash Withdrawals	(4,992)		(10,525)	(21,450)	(14)	(3,071)	(111)	(4,282)	(7,197)	(1,334)	(9,995)	- (20)	(5,633)	(4,118)	(5,188)	(5,71)	(3,9)	4 (47,49)	(12.03	(24,03	(42,23)	2 0	(13,485)	(6)	(69,796)	(36,154)	(26,018)	-	(6,105)	(3,223)	(9,210)	(8,223)	(5,526)	(11,249)	(13,778)	(10,361)	(32)		(14,236)	(25,595)	(43)	(3,655)	(21,769)	(6,106)	- (7 946)	2.32
Column 11 <u>6-Year</u>	Cash Withdrawals								٠		•		•				٠				٠		٠																		٠						
Column 10 2-Year	Cash Withdrawals								٠		•																																				
Column 9 <u>90-Day</u>	Preferential Transfers										•																																				
Column 8	Balance of Principal	657,690,584	672,654,375	672,625,081	672,590,635	687,590,621	687,587,550	687,587,019	687,576,742	687,569,544 687,568,754	687,567,420	687,555,696	707,555,696	707,537,233	707,533,115	707,525,160	707,519,449	707,515,480	707,463,262	707.451.222	707,427,166	707,355,783	722,355,783	722,342,299	722,332,367	722,262,571	722,184,251	722,158,233	732,137,310	732,131,205	732,127,976	732,118,766	747,110,543	747,105,017	747,066,994	747,053,216	747,034,221	747,034,189	762,034,187	762,019,950	761,992,288	761,992,245	761,955,629	761,933,861	761,890,498	776,890,498	1000000
Column 7	Transfers of Principal Out																																														
Column 6	Transfers of Principal In																																								٠						
Column 5	Cash Withdrawals	(4,992)	(6/1,05)	(10,525)	(21,450)	(14)	(3,071)	(111)	(4,282)	(7,197)	(1,334)	(9,995)	- (60) 2)	(12,830)	(4,118)	(5,188)	(5,711)	(3,968)	(47,491)	(12.036)	(24,056)	(42,232)	(20,000)	(13,485)	(6)	(69,796)	(36,154)	(26,018)	(7776)	(6,105)	(3,223)	(9,210)	(8,223)	(5,526)	(11,249)	(13,778)	(10,361)	(32)		(14,236)	(25,595)	(43)	(3,655)	(21,769)	(6,106)	- 7 946)	(21.75.)
Column 4	Cash Deposits		15,000,000			15,000,000			٠		•		20,000,000										15,000,000						10,000,000			15.000.000	,						15,000,000							15,000,000	
Column 3 Transaction Amount	Reported in Customer Statement	(4,992)	(5,11,05) 15,000,000 (9,7,40)	(10,525) (12,997)	(21,450)	15,000,000	(3,071)	(111)	(4,282)	(7,197)	(1,334)	(1,729)	20,000,000	(5,633)	(4,118)	(5,188)	(5,711)	(3,968)	(47,491)	(12.036)	(24,056)	(29,151)	15,000,000	(13,485)	(6)	(69,796)	(36,154)	(26,018)	10,000,000	(6,105)	(3,223)	(9,210)	(8,223)	(5,526)	(11,249)	(13,778)	(10,361)	(32)	15,000,000	(14,236)	(25,595)	(43)	(3,655)	(21,769)	(0,100)	15,000,000	(21.26.7)
Column 2	<u>Transaction</u> <u>Description</u>	W/H TAX DIV HWP FIDELLY SPARTAN US TREASURY MONEY MARKET	WHI TAY DIV GE WHI TAY DIV GE WHI TAY DIV BE	WH TAX DIV BEL W/H TAX DIV AIT WH TAX DIV BMY	WHITTAY DIVIN	WHO TAY DIV AND	W/H TAX DIV AXP W/H TAX DIV TXN	FIDELITY SPARTAN US TREASURY MONEY MARKET W/H TAX DIV C	W/H TAX DIV WFC	W/H TAX DIV F W/H TAX DIV LU	W/H TAX DIV INTC	W/H IAX DIV BA W/H TAX DIV JNJ	CHECK WIRE	W/H TAX DIV MOB W/H TAX DIV XON	W/H TAX DIV GM	W/H TAX DIV DD	W/H TAX DIV MMM	W/H TAX DIV MCD W/H TAX DIV AIG	W/H TAX DIV BAC	FIDELLT SPAKTAIN OS TREASORT MONET MAKNET W/H TAX DIV PEP	W/H TAX DIV KO	W/H TAX DIV ONE W/H TAX DIV MRK	CHECK WIRE	W/H TAX DIV WMT	FIDELITY SPARTAN US TREASURY MONEY MARKET	W/H TAX DIV GE W/H TAX DIV T	W/H TAX DIV BEL	W/H TAX DIV BMY W/H TAX DIV AIT	CHECK WIRE	W/H TAX DIV AXP FIDELITY SPARTAN US TREASURY MONEY MARKET	W/H TAX DIV BA	W/H TAX DIV JNJ CHECK WIRE	W/H TAX DIV GM	W/H TAX DIV XON	W/H TAX DIV MOB	W/H TAX DIV MMM W/H TAX DIV DD	W/H TAX DIV DIS	FIDELITY SPARTAN USTREASURY MONEY MARKET FIDELITY SPARTAN USTREASURY MONEY MARKET	CHECK WIRE	W/H TAX DIV BEL W/H TAX DIV TXN	W/H TAX DIV PG	FIDELITY SPARTAN USTREASURY MONEY MARKET W/H TAX DIV C	W/H TAX DIV LU	W/H TAX DIV WFC	W/H TAX DIV F	CHECK WIRE W/H TAX DIV BA	WILLIAM MY EAST
Column 1	Date		7/29/1999				8/10/1999			661/1/6		9/3/1999		9/10/1999	6661/01/6		Ш	9/15/1999		9/30/1999	ш	10/1/1999		10/12/1999		10/25/1999		11/1/1999	ш	11/10/1999		12/8/1999	ш	12/10/1999			ш	12/31/1999	0			2/24/2000		3/1/2000		3/3/2000	0000000

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BLMIS ACCOUNT NO, 1F1061 - KINGATE GLOBAL FUND LTD C/O BANK OF BERMUDA LTD A/C/F KINGATE GLOBAL FUND

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Column 12 Full History	Cash Withdrawals	(23,839)	(12,844)	(19,440)	(1,874)	(26,272)	(16,977)	(3,680)	(41)	(30,000,000)	(2,689)	(8,770)	(6,334)	(93,444)	-	(34)	(13)	(13,156)	4. 88(1)	(6,75 0	(3,84)	(7,516)	4.	(13 ,17 (0)	(106)	(13,902)	20 P	(8,903)	(9,404)	(79,768)	(13,487)	(61,893)	(49,371)		(6,281)	(5,904)	(71)	•	(22)	(7,665)	(32,077)	(4,856)	(20,719)	(6)	(2,875)	(29,552)	(53,000)	(110,378)
Column 11 6-Year	Cash Withdrawals												٠		•					•						•				•								•							•			
Column 10 2-Year	Cash Withdrawals																													•																		
Column 9 90-Dav	Preferential Transfers																																															
Column 8	Balance of Principal	776,858,713	776,845,826	776,733,646	776,709,348	776,674,833	776,657,856	776,626,233	776,626,175	746,626,175	746,613,625	746,604,856	746,576,496	746,483,052	754,468,602	754,468,568	754,463,717	754,450,561	754,448,631	754,441,875	754,403,344	754,395,829	774,375,851	774,362,677	774,314,533	774,300,631	794,300,631	794,291,726	794,282,321	794,202,547	794,189,060	794,118,118	794,068,747	814,040,113	834.033.832	834,027,928	834,027,857	884,027,857	884,027,835	944,020,170	943,988,093	943,983,236	943,959,753	943,959,747	943,905,336	943,875,784	943,812,544	943,702,165
Column 7	Transfers of Principal Out																																															
Column 6	Transfers of Principal In														8,000,000																																	
Column 5	Cash Withdrawals	(23,839)	(12,844)	(19,440)	(1,874) (8,243)	(26,272)	(16,977)	(3,680)	(16) (16)	(30,000,000)	(2,689)	(8,770)	(6,334)	(93,444)	(2001)	(34)	(13)	(13,156)	(1,883)	(6,756)	(3,841)	(7,515)	-	(13,174)	(106)	(13,902)	(2)	(8,903)	(9,404)	(79,768)	(13,487)	(61,893)	(49,371)		(6,281)	(5,904)	(71)		(22)	(7,665)	(32,077)	(4,856)	(20,719)	(6) (51.536)	(2,875)	(29,552)	(53,000)	(110,378)
Column 4	Cash Deposits																						20,000,000			- 000000	20,000,000							20,000,000	20.000.000	-	20 000 000	30,000,000	- 000 000 07	000,000,00								
Column 3 Transaction Amount	Reported in Customer Statement	(23,839)	(12,844) (92,740)	(19,440)	(1,874) (8,243)	(26,272)	(16,977) (27,944)	(3,680)	(41)	(30,000,000)	(2,689)	(8,770)	(6,334)	(93,444)	8,000,000	(34)	(13)	(13,156)	(1,883)	(6,756)	(3,841)	(7,515)	20,000,000	(13,174)	(106)	(13,902)	20,000,000	(8,903)	(9,404)	(79,768)	(13,487)	(61,893)	(49,371)	20,000,000	(6,281)	(5,904)	20 000 000	30,000,000	(22)	(7,665)	(32,077)	(4,856)	(20,719)	(6) (51.536)	(2,875)	(29,552)	(53,000)	(110,378)
Column 2	<u>Transaction</u> <u>Description</u>	N US TREASURY MONEY MARKET	A				1	D ITS TREASTIBY MONTEY MADVET	FIDELLT SPARTAN US TREASURY MONEY MARKET FIDELITY SPARTAN US TREASURY MONEY MARKET		, 0			И	08630 (1FN086)	FIDELITY SPARTAN US TREASURY MONEY MARKET W/H TAX DIV WMT	FIDELITY SPARTAN US TREASURY MONEY MARKET	W/H TAX DIV PG FIDELITY SPARTAN 11 S TREASHRY MONEV MARKET		~		O r			WILLIAM DIV ACMI FIDELITY SPARTAN USTREASURY MONEY MARKET			L	W/H TAX DIV HWP FIDELITY SPARTAN USTREASURY MONEY MARKET		Q						FIDELITY SPARTAN US TREASURY MONEY MARKET CHECK WIRE		FIDELITY SPARTAN US TREASURY MONEY MARKET	Q				FIDELITY SPARTAN US TREASURY MONEY MARKET W/H TAX DIV C		7) (د	4
-				W/H TAX DIV GM W/H TAX DIV DD		W/H TAX DIV KO	W/H TAX DIV WMT	W/H TAX DIV MWD		W/H TAX DIV WEC		W/H TAX DIV GM	W/H TAX DIV IBM	W/H TAX DIV XOM	TRANS FROM 1FN08630 (1FN086)	FIDELITY SPARTAN				W/H TAX DIV MER	W/H TAX DIV LU	W/H TAX DIV INTC	CHECK WIRE	W/H TAX DIV IBM	FIDELITY SPARTAN	W/H TAX DIV KO	CHECK WIRE W/H TAX DIV AV				0 W/H TAX DIV MWD W/H TAX DIV PHA	ш	W/H TAX DIV T		0 W/H TAX DIV AXP 0 CHECK WIRE				FIDELITY SPARTA	W/H TAX DIV MWD	W/H TAX DIV VZ	W/H TAX DIV PHA W/H TAX DIV TXN	ш			W/H TAX DIV WFC	W/H TAX DIV PFE	W/H TAX DIV XOM
Column 1	Date	3/7/2000	3/10/2000	3/10/2000	3/23/2000	4/3/2000	4/10/2000	4/28/2000	5/12/2000	5/12/2000	6/1/2000	6/12/2000	6/12/2000	6/12/2000	6/19/2000	6/21/2000	7/18/2000	8/15/2000	8/21/2000	8/24/2000	9/1/2000	9/1/2000	9/8/2000	9/11/2000	9/15/2000	10/2/2000	10/3/2000	10/10/2000	10/11/2000	10/25/2000	10/27/2000	11/1/2000	11/1/2000	11/6/2000	11/10/2000	12/12/2000	12/18/2000	1/4/2001	1/18/2001	1/30/2001	2/1/2001	2/1/2001	2/15/2001	2/22/2001	3/1/2001	3/1/2001	3/8/2001	3/9/2001

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Column 12 Full History	Cash Withdrawals	(17,469)	(10)	(3,508)	(7,359)	(20,021)	(10,494)	(23)	(41,205)	(34,339)	(67,304)	(10,031)	(1,436)	(6,793)	(29,257)	(16.647)	(3,612)	(1,618)	(23,101)	(140,021)	(59,96 <u>3</u>	(15,6	(46,06 <u>4</u>)	(2,06	(9,492)	\$16.88 (1)	(8,76%)	(24,18)	(83,606)	(75,763)	(29,441)	(14,/42)	(150,520)	(24,629)	(63,447)	(12,229)	(50,607)	(16,123)	(6,965)	(45,383)	(5)	(76,061)	(26,310)	(42.089)	(42,998)	(22,990)	(150,590)	(14) (14)	(5,432)	(6)	(17,463)	(71,057)	(58,820)	(3,362)
Column 11 6-Year	Cash Withdrawals										•								•			•		ŀ				•			•			•			•						•			•			•			٠		
Column 10 2-Year	Cash Withdrawals		·											•					•			•									•						•			•						•			•					
Column 9	Transfers		·																												•						•									•			•					
Column 8	Principal	943,684,697	943,670,575	943,665,537	943,658,178	943,625,602	943,615,108	943,615,085	943,557,493	943,523,155	943,455,851	943,446,762	943,435,295	943,428,502	943,399,245	943.382.578	943,378,966	943,377,348	943,354,247	943,214,223	943,154,242	943,138,594	943,092,531	942,999,109	942,989,617	942,969,733	942,960,967	942,936,786	942,853,186	942,735,772	942,706,332	942,691,590	942,541,050	942,516,422	942,452,975	942,438,443	942,387,836	942,371,713	942,264,041	942,218,658	942,215,113	942,139,047	942,112,737	942.057.754	942,014,756	941,991,766	941,841,176	941,807,909	941,802,477	941,802,471	941,773,181	941,702,124	941,643,304	941,595,356
Column 7	Principal Out		·											•								•									•			•			•			•						•			•					
Column 6	Principal In		·																												•						•						•			•			•					
Column 5	Cash Withdrawals	(17,469)	(10)	(3,508)	(7,359)	(20,021)	(10,494)	(52)	(41,205)	(34,339)	(67,304)	(9,089)	(1,436)	(6,793)	(29,257)	(16.647)	(3,612)	(1,618)	(23,101)	(140,021)	(59,963)	(15,648)	(46,063)	(2,064)	(9,492)	(19,884)	(8,762)	(24,181)	(83,600)	(75,763)	(29,441)	(14,/42)	(150,520)	(24,629)	(63,447)	(12,229)	(50,607)	(16,123)	(9,965)	(45,383)	(5,344)	(76,061)	(26,310)	(42.089)	(42,998)	(22,990)	(150,590)	(14)	(5,432)	(6)	(11,827)	(71,057)	(58,820)	(3,362) (44,587)
Column 4	Cash Deposits																														•						•												•					
Column 3 Transaction Amount	Keported in Customer Statement	(17,469)	(10)	(1,530)	(7,359)	(20,021)	(10,494)	(52)	(41,205)	(34,339)	(67,304)	(9,089)	(1,436)	(6,793)	(29,257)	(16.647)	(3,612)	(1,618)	(23,101)	(140,021)	(59,963)	(15,648)	(46,063)	(2,064)	(6,492)	(19,884)	(8,762)	(24,181)	(83,600)	(75,763)	(29,441)	(14,/42)	(150,520)	(24,629)	(63,447)	(12,229)	(50,607)	(16,123)	(6,965)	(45,383)	(4)(5)	(190,92)	(26,310)	(42.089)	(42,998)	(22,990)	(150,590)	(14)	(5,432)	(6)	(11,463)	(71,057)	(58,820)	(3,362)
Column 2	<u>Iransaction</u> <u>Description</u>	W/H TAX DIV IBM	THE LITY SHATAN US TREASURY MONEY MARKET	W/H TAX DIV HD	W/H TAX DIV KO	W/H TAX DIV WMT	W/H TAX DIV HWP	FIDELITY SPARTAN US TREASURY MONEY MARKET W/H TAX DIV MWD	W/H TAX DIV JPM	W/H TAX DIV BMY	W/H TAX DIV VZ	W/H IAX DIV I W/H TAX DIV PHA	W/H TAX DIV TYC	W/H TAX DIV AXP	W/H TAX DIV PG FIDELITY SPAPTAN TIS TREASTIRY MONEY MARKET	WH TAX DIV WMT	W/H TAX DIV HWP	W/H TAX DIV XOM	W/H TAX DIV MWD	W/H LAX DIV GE FIDELITY SPARTAN 11S TREASIIRY MONEY MARKET	W/H TAX DIV JPM	W/H TAX DIV PHA	W/H TAX DIV BMY W/H TAX DIV VZ	AX DIV TYC	W/H TAX DIV AXP	W/H TAX DIV PG FIDELITY SPARTAN 11S TREASTIRY MONEY MARKET	W/H TAX DIV HD	W/H TAX DIV PEP	W/H TAX DIV BAC	W/H TAX DIV MRK	W/H TAX DIV WMT	W/H IAX DIV HWP FIDELITY SPARTAN 11S TREASIIRY MONEY MARKET	W/H TAX DIV GE	W/H TAX DIV MWD	W/H TAX DIV JPM W/H TAX DIV TVC	W/H TAX DIV T	W/H TAX DIV BMY	W/H TAX DIV PHA W/H TAX DIV VZ	W/H TAX DIV AXP	W/H TAX DIV PG	W/H I AA DIV I AN FIDELITY SPARTAN US TREASURY MONEY MARKET	AX DIV C	W/H TAX DIV MCD	WH TAX DIV WFC	W/H TAX DIV PFE	W/H TAX DIV IBM	W/H TAX DIV XOM	FIDELITY SPARTAN US TREASURY MONEY MARKET	W/H TAX DIV WMT	FIDELITY SPARTAN USTREASURY MONEY MARKET	W/H TAX DIV MWD	W/H TAX DIV VZ	W/H TAX DIV SBC	W/H TAX DIV PG
Column 1	Date	3/12/2001 W/H TA		3/30/2001 W/H LA 3/30/2001 W/H TA	4/2/2001 W/H TA			4/24/2001 FIDELI 4/27/2001 W/H TA			5/1/2001 W/H TA		П		5/15/2001 W/H TA				7/23/2001 W/H TA				8/1/2001 W/H TA 8/1/2001 W/H TA		_				9/28/2001 W/H TA		١.	10/10/2001 W/H LA			10/31/2001 W/H TA			11/1/2001 W/H TA		11/15/2001 W/H TA		ш	12/3/2001 W/H TA				12/10/2001 W/H TA	1 10		1/10/2002 FIDELF				2/15/2002 W/H TA

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Column 12	Full History Cash Withdrawals	(18)	(12,544)	(1)	(21,902)	(143,577)	(31,229)	(32,853)	(39,749)	(11,143)	(48,381)	34 (00) 177	(120,952)	(32,354)	(11)	(24,387)	(6,715)	(101,855)	(88,162	(2.443)	(52,77	6 8,91)	(25,10	(49,647)	(51,30	(89,33	(12,594)	(170,666)	(28,441)	(9)	(20,680)	(2)	(31,822)	(0)	(4,442)	(15,643)	(2,507)	(3,008)	(18,303)	(1,783)	(5,066)	(132,031)	(10)	(18,570)	(23,244)	(113,699)	(19,526)	(214,848)	(27,751)	(6)	(()
Column 11	6-Year Cash Withdrawals						٠		•							•			•		١		•			•		•		•							•			•			•			•			•		
Column 10	2-Year Cash Withdrawals															•			•				•			•				٠													•			•			•		
Column 9	90-Day Preferential Transfers																				٠																									•			•		
Column 8	Balance of Principal	941,595,338	941,508,446	941,467,770	941,371,304	941,227,727	941,180,465	941,147,611	941,103,309	941,092,166	941,030,746	940,953,183	940,808,041	940,775,687	940,700,009	940,675,622	940,668,907	940,501,821	940,413,660	940,398,392	940,345,674	940,328,782	940,303,671	940,254,024	940,195,682	940,106,350	940,065,214	939,894,549	939,870,044	939,841,597	939,820,918	939,814,253	939,782,431	939,781,131	939,776,689	939,748,923	939,746,416	939,743,408	939,715,538	939,713,755	939,708,689	939,576,655	939,576,645	939,558,076	939,468,078	939,354,379	939,334,854	939,096,762	939,069,011	939,069,005	- salaanina
Column 7	Transfers of Principal Out																									•																							•		
Column 6	Transfers of Principal In																									•																							•		
Column 5	Cash Withdrawals	(18)	(12,544)	(1)	(21,902)	(143,577)	(31,229)	(32,853)	(39,749)	(11,143)	(48,381)	(77,562)	(120,952)	(32,354)	(11)	(24,387)	(6,715)	(101,855)	(88,162)	(2.443)	(52,718)	(16,892)	(25,106)	(49,647)	(51,300)	(89,331)	(12,594)	(170,666)	(28,441)	(9)	(20,680)	(2)	(31,822)	(0)	(4,442)	(15,643)	(2,507)	(3,008)	(18,303)	(1,783)	(5,066)	(132,031)	(10)	(18,570)	(23,244)	(113,699)	(19,526)	(214,848)	(27,751)	(9)	
Column 4	Cash Deposits																																																		
Column 3	Transaction Amount <u>Reported in</u> Customer Statement	(18)	(12,544)	(1)	(21,902)	(143,577)	(31,229)	(32,853)	(39,749)	(11,143)	(48,381)	(77,562)	(120,952)	(32,354)	(11)	(24,387)	(6,715)	(101,855)	(88,162)	(12,823)	(52,718)	(16,892)	(25,106)	(49,647)	(51,300)	(89,331)	(12,594)	(170,666)	(28,441)	(9)	(20,680)	(2)	(31,822)	(0)	(4,442)	(15,643)	(2,507)	(3,008)	(18,303)	(1,783)	(5,066)	(132,031)	(10)	(18,570)	(23,244)	(113,699)	(19,526)	(214,848)	(27,751)	(35.109)	(()
Column 2	Transaction Description	FIDELITY SPARTAN US TREASURY MONEY MARKET W/H TAX DIV C	W/H TAX DIV INTC	FIDELITY SPARTAN US TREASURY MONEY MARKET	W/H TAX DIV PFE	W/H TAX DIV XOM W/H TAX DIV BUD	W/H TAX DIV JNJ	W/H TAX DIV DD W/H TAX DIV AIG	W/H TAX DIV BAC	W/H TAX DIV HD W/H TAX DIV ONE	W/H TAX DIV KO	W/H TAX DIV MRK	W/H TAX DIV MO	W/H TAX DIV WMT	WH TAX DIV GE	W/H TAX DIV MWD	W/H TAX DIV MDT	W/H TAX DIV VZ	W/H TAX DIV SBC	W/H TAX DIV TYC	W/H TAX DIV BMY	W/H TAX DIV PHA FIDELITY SPARTAN 11S TRFASHRY MONEY MARKET	W/H TAX DIV PG	W/H TAX DIV C	W/H TAX DIV WFC	W/H TAX DIV PFE	W/H TAX DIV BUD	W/H TAX DIV XOM	W/H IAX DIV JNJ W/H TAX DIV DD	FIDELITY SPARTAN US TREASURY MONEY MARKET	W/H TAX DIV MO W/H TAX DIV I/SB	FIDELITY SPARTAN US TREASURY MONEY MARKET	W/H TAX DIV GE W/H TAX DIV MDT	FIDELITY SPARTAN US TREASURY MONEY MARKET	W/H TAX DIV MWD	W/H TAX DIV SBC	W/H TAX DIV T	W/H TAX DIV PHA W/H TAX DIV BMY	W/H TAX DIV VZ	W/H TAX DIV AXP	W/H TAX DIV TXN W/H TAX DIV MON	W/H TAX DIV C	FIDELITY SPARTAN US TREASURY MONEY MARKET	W/H TAX DIV INTC	W/H TAX DIV G	W/H TAX DIV PFE	W/H TAX DIV BA W/H TAX DIV BID	W/H TAX DIV XOM	W/H TAX DIV JNJ	FIDELLIY SPAKTAN USTREASURY MONEY MARKET W/H TAX DIVIBM	
Column 1	Date	2/21/2002	3/1/2002	3/6/2002	3/11/2002	3/11/2002	3/12/2002	3/14/2002		3/28/2002			4/10/2002	4/18/2002	4/25/2002		4/26/2002		5/1/2002	5/1/2002	5/1/2002	5/1/2002	5/15/2002	5/24/2002		6/6/2002		6/10/2002	6/11/2002	6/25/2002	7/10/2002		7/25/2002		7/26/2002	8/1/2002	8/1/2002	8/1/2002		8/9/2002		8/23/2002	8/26/2002	9/3/2002	9/5/2002	9/5/2002	9/6/2002	9/10/2002	9/10/2002	9/10/2002	

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BLMIS ACCOUNT NO. 1FN061 - KINGATE GLOBAL FUND LTD C/O BANK OF BERMUDA LTD A/C/F KINGATE GLOBAL FUND

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Column 12	Full History Cash Withdrawals	(30,601) (17,184) (10,507) (22,898) (163,833)	(30,268)	(145,391)	(121,951) (67,258)	(15,204)	(208,162)	(13,198)	(15,052)	(18,873)	(12)	(20,906)	(192,032) (194)	(32,098	(6,574)	(47,40	(32,28	(27,472)	(7,40)	(22,992)	(3)	(27,286)	(77,083)	(211,900)	(4,575) (4,575) (4,575)	(15,6/9)	(18,688)	(61,280)	(16,283)	(142,228)	(19,560)	(21,667)	(203,327)	(33,266)	(42,130)	(7,104)	(7,198)	(11,437)	(6,441)	(37,034)
Column 11	6-Year Cash Withdrawals	(30,601) (17,184) (10,507) (22,898) (163,833)	(30,268) (3) (3)	(29,141) (145,391)	(121,951) (67,258)	(15,204)	(208,162)	(13,198)	(15,052)	(18,873)	(12)	(20,906)	(0)	(32,098)	(6,579)	(47,467)	(32,284)	(27,472)	(7,463)	(22,992)	(3)	(20,334)	(77,083)	(211,900)	(4,575)	(15,6/9)	(18,688)	(61,280)	(16,283)	(142,228)	(19,560)	(21,667)	(203,327)	(33,266)	(42,130)	(7,104)	(7,198)	(11,437)	(6,441)	(37,034)
Column 10	2-Year Cash Withdrawals											İ				•					•			ľ				•		•			•		ľ		•		•	
Column 9	90-Day Preferential Transfers											۰				•					•			·						•					·					
Column 8	Balance of Principal	936,423,416 936,406,232 936,395,725 936,372,827 936,208,994	936,178,726 936,178,723 936,178,719	936,149,578 936,004,187	935,882,236	935,799,774	935,587,415	935,557,323	935,456,748	935,353,954	935,353,941	935,323,019	935,130,967	935,098,869	935,067,087	935,019,589	934,993,893	934,934,137	934,875,697	934,852,705	934,720,500	934,672,860	934,595,777	934,295,861	934,224,545	934,206,291	934,187,588	933,905,511	933,795,668	933,653,439	933,633,879	933,525,545	933,303,069	933,269,803	933,210,405	933,203,293	933,196,094	933,174,428	933,167,987	933,130,953 933,130,953
Column 7	Transfers of Principal Out															•					•														·		•			
Column 6	Transfers of Principal In											•				•					•			٠											·		•			
Column 5	Cash Withdrawals	(30,601) (17,184) (10,507) (22,898) (163,833)	(30,268)	(29,141) (145,391)	(121,951) (67,258)	(15,204)	(208,162) (16,894)	(13,198)	(15,052)	(18,873)	(12)	(20,906)	(0)	(32,098)	(6,579)	(47,467)	(25,697)	(27,472)	(7,463)	(22,992)	(3)	(27,286)	(77,083)	(211,900)	(4,575)	(15,6/9)	(18,688)	(61,280)	(16,283)	(142,228)	(19,560)	(21,667)	(203,327)	(33,266)	(42,130)	(7,104)	(7,198)	(11,437)	(6,441)	(37,034)
Column 4	<u>Cash</u> <u>Deposits</u>											٠									•									•					•					
Column 3	Transaction Amount Reported in Customer Statement	(30,601) (17,184) (10,507) (22,898) (163,833)	(30,268)	(29,141) (145,391)	(121,951) (67,258)	(15,204)	(208,162)	(13,198) (85,524)	(15,052)	(18,873)	(12)	(20,906)	(0)	(32,098)	(6,579)	(47,467)	(32,284)	(27,472)	(7,463)	(22,992)	(132,1262)	(27,286)	(77,083)	(211,900)	(4,575)	(15,679)	(18,688)	(61,280)	(16,283)	(142,228)	(19,560)	(21,667)	(203,327)	(33,266)	(42,130)	(7,104)	(7,198)	(11,437)	(6,441)	(37,034)
Column 2	<u>Transaction</u> <u>Description</u>	V ONE V AIL V SLB V WMT	W/H TAX DIV HPQ FIDELITY SPARTAN US TREASURY MONEY MARKET FIDELITY SPARTAN US TREASURY MONEY MARKET	V MWD	V VZ V PG	v CL	y C v Mer	V GS	V TTC	V G	FIDELITY SPARTAN US TREASURY MONEY MARKET W/H TAX DIV BA	V BUD	WALLIAM DIV AOM FIDELITY SPARTAN US TREASURY MONEY MARKET	V IBM	W/H TAX DIV AIG FIDELITY SPARTAN 11S TREASHRY MONEY MARKET	V BAC	V PEP V MRK	V ONE	V VIA.B	V HPQ	WHITTAN PRIMARY WHITTAN PRIMARY	V SBC	V SBC	VMSFT	NXXI VXXI	WH TAX DIV GS FIDELITY SPARTAN US TREASURY MONEY MARKET	V MER	V MCD	V WFC	V PFE	S V G	V BUD	V XOM	V IBM	WH TAX DIV DD WH TAX DIV DD TO THE TAX DAY DO THE TAX DIV DO THE TAX DIV DD	ARIAN USTREASORT MONET MARKET	V PEP	V DIS	W/H TAX DIV HPQ EIDELITY SDAPTAN 11S TREASTIRY MONEY MARKET	W/H TAX DIV MO FIDELITY SPARTAN US TREASURY MONEY MARKET
-		W/H TAX DIV ONE W/H TAX DIV ALL W/H TAX DIV SLB W/H TAX DIV WMT W/H TAX DIV WMT				W/H TAX DIV CL W/H TAX DIV TXN		W/H TAX DIV GS W/H TAX DIV WFC	W/H TAX DIV BEF	W/H TAX DIV G	FIDELITY SPART, W/H TAX DIV BA						W/H TAX DIV PEP W/H TAX DIV MRK			W/H TAX DIV HPQ W/H TAX DIV MO		2	W/H TAX DIV SBC W/H TAX DIV VZ		W/H TAX DIV		3 W/H TAX DIV MER 3 W/H TAX DIV C		W/H TAX DIV WFC W/H TAX DIV INTC			W/H TAX DIV BUD 3 W/H TAX DIV UTX		3 W/H TAX DIV IBM 3 W/H TAX DIV MMM			W/H TAX DIV PEP	W/H TAX DIV DIS	W/H TAX DIV	
Column 1	Date	7/1/2003 7/1/2003 7/3/2003 7/7/2003	7/9/2003 7/10/2003 7/21/2003	7/31/2003	8/1/2003	8/15/2003	8/22/2003	8/28/2003	9/2/2003	9/5/2003	9/5/2003	9/9/2003	9/10/2003	9/10/2003	9/19/2003	9/26/2003	9/30/2003	10/1/2003	10/1/2003	10/8/2003	10/14/2003	11/3/2003	11/3/2003	11/7/2003	11/14/2003	11/25/2003	11/26/2003	12/1/2003	12/1/2003	12/4/2003	12/5/2003	12/9/2003	12/10/2003	12/10/2003	12/15/2003	1/2/2004	1/2/2004	1/6/2004	1/7/2004	1/9/2004

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Column 12 Full History Cash Withdrawals	(51,253)	(16,458) (33,110) (31,269)	(180,211)	(35,201)	(15)	(5,380)	(284.046)	(18,121)	(103,289)	(20,245)	(60)	(103,707)	(24,973)	(36,695)	(217,112)	(42,8	(43,60 4)	(27,18	(226,787)	(103,289)	(66,785)	(14,928	(148,322)	(289,646)	(44)	(8,897)	(12,738)	(21,049)	(20,799)	(42,313)	(11,392)	(21,040)	(78,116)	(12,591)	(143,811) (221,745)	(359)	(4,956)	(29,677)	(83,350)	(214,916)	(1) (1)	(1)	(223,511)	(26,402) (133,320)
Column 11 6-Year Cash Withdrawals	(51,253)	(16,458) (33,110) (31,269)	(180,211)	(35,201)	(15)	(1,6/9)	(2,242)	(18,121)	(103,289)	(20,245)	(09)	(178,605)	(24,973)	(36,695)	(217,112)	(42,811)	(43,604)	(27,181)	(226,787)	(103,289)	(66,785)	(14,926)	(148,322)	(289,646)	(44)	(8,897)	(12,738)	(51,049)	(20,799)	(42,313)	(11,392)	(21,040)	(78,116)	(12,591)	(143,811) (221,745)	(359)	(5) (4,956)	(779,677)	(83,350)	(214,916)	(1/1) (1)	(E)	(223,511)	(26,402) (133,320)
Column 10 2-Year Cash Withdrawals								•					•											·																				
Column 9 90-Day Preferential Transfers													•											١																				
Column 8 Balance of Principal	929,190,696	929,042,962 929,009,852 928,978,582	928,798,372	928,763,086	928,763,068	928,740,009	928,737,767	928,435,600	928,352,311	928,248,870	928,223,328	927,939,016	927,914,043	927,884,144	927,630,337	927,479,255	927,435,651	927,367,415	927,140,627	926,987,845	926,921,060	926,891,071	926,742,749	926,453,047	926,453,003	926,425,404	926,412,666	926,381,589	926,360,790	926,145,030	926,085,073	926,052,641	925,974,526	925,939,544	925,795,733	925,573,628	925,568,667	925,538,990	925,425,428	925,210,512	925,210,342	925,210,340	924,986,826	924,960,424 924,827,103
Column 7 <u>Transfers of Principal Out</u>																		. ,								. ,																		
Column 6 Transfers of Principal In					,								•											١																				
Column 5 Cash Withdrawals	(51,253)	(16,458) (33,110) (31,269)	(180,211)	(35,201)	(15)	(17,679)	(2,242)	(18,121)	(103,289)	(20,245)	(60)	(178,605)	(24,973)	(36,695)	(217,112)	(42,811)	(43,604)	(27,181)	(226,787)	(103,289)	(66,785)	(15,003)	(148,322)	(289,646)	(44)	(8,897)	(12,738)	(51,049)	(20,799)	(42,313)	(59,957)	(21,040)	(78,116)	(12,591)	(143,811) (221,745)	(359)	(4,956)	(29,677)	(83,350)	(214,916)	(1/1) (1)	99	(223,511)	(26,402) (133,320)
Column 4 <u>Cash</u> <u>Deposits</u>																		. ,						١		. ,																		
Column 3 Transaction Amount Reported in Customer Statement	(51,253)	(16,458) (33,110) (31,269)	(180,211)	(35,201)	(15)	(1,6,9)	(2,242)	(18,121)	(103,289) (63,196)	(20,245)	(09)	(103,707)	(24,973)	(36,695)	(217,112)	(106,271)	(43,604)	(27,181)	(226,787)	(103,289)	(66,785)	(14,926)	(148,322)	(289,646)	(44)	(8,897)	(12,738)	(31,049)	(20,799)	(42,313)	(59,957)	(21,040)	(78,116)	(12,591)	(143,811) (221,745)	(359)	(4,956)	(29,677)	(85,550)	(214,916)	(1/0)	(1)	(223,511)	(26,402) (133,320)
Column 2 <u>Transaction</u> <u>Description</u>	W/H TAX DIV WFC W/H TAX DIV PFE	WH TAX DIV BA WH TAX DIV JNJ WH TAX DIV IBM	W/H TAX DIV XOM FIDELITY SPARTAN US TREASURY MONEY MARKET	W/H TAX DIV DD FIDELITY SPARTAN 11 STREASIIRY MONEY MARKET	FIDELITY SPARTAN US TREASURY MONEY MARKET	W/H IAX DIV WMI W/H TAX DIV TXN	W/H TAX DIV GS W/H TAX DIV C	W/H TAX DIV MER	W/H TAX DIV WFC W/H TAX DIV INTC	W/H TAX DIV G W/H TAX DIV BA	FIDELITY SPARTAN US TREASURY MONEY MARKET	W/H TAX DIV PFE	W/H TAX DIV BUD	W/H IAX DIV UIX W/H TAX DIV IBM	W/H TAX DIV XOM	W/H TAX DIV MMM	W/H TAX DIV DD W/H TAX DIV AIG	W/H TAX DIV HD	W/H TAX DIV BAC	W/H TAX DIV MRK	W/H TAX DIV KO	W/H TAX DIV VIA:B	W/H TAX DIV MO FIDELITY SPARTAN 11S TREASHIRY MONEY MARKET	W/H TAX DIV GE	FIDELITY SPARTAN US TREASURY MONEY MARKET	W/H TAX DIV UTX	W/H TAX DIV MMM	WIT IAA DIY AIU FIDELITY SPARTAN US TREASURY MONEY MARKET	W/H TAX DIV HD W/H TAX DIV BAC	W/H TAX DIV PEP	W/H TAX DIV KO W/H TAX DIV VIA.B	W/H TAX DIV ALL	W/H TAX DIV MRK W/H TAX DIV HPQ	W/H TAX DIV SLB	W/H TAX DIV MO W/H TAX DIV GE	FIDELITY SPARTAN US TREASURY MONEY MARKET PIDELITY SPARTAN 11S TREASURY MONEY MARKET	W/H TAX DIV S	W/H TAX DIV PEP	W/H IAX DIV KO W/H TAX DIV HPQ	W/H TAX DIV MO	FIDELITY SPARTAN US TREASURY MONEY MARKET FIDELITY SPARTAN US TREASURY MONEY MARKET	FIDELITY SPARTAN US TREASURY MONEY MARKET FIDELITY SPARTAN US TREASURY MONEY MARKET	W/H TAX DIV GE	W/H TAX DIV MWD W/H TAX DIV PG
Column 1	12/1/2004	12/3/2004	12/10/2004	12/14/2004	12/31/2004	1/3/2005 2/14/2005	2/24/2005	2/28/2005	3/1/2005	3/4/2005	3/7/2005	3/8/2005	3/9/2005	3/10/2005	3/10/2005	3/14/2005	3/14/2005	3/24/2005	3/28/2005	4/1/2005	4/1/2005	4/7/2005	4/11/2005	4/25/2005	5/23/2005	6/10/2005	6/13/2005	6/20/2005	6/23/2005	6/30/2005	7/1/2005	7/1/2005	7/6/2005	7/8/2005	7/11/2005	9/8/2005	9/30/2005	9/30/2005	10/3/2005	10/11/2005	10/12/2005	10/14/2005	10/25/2005	10/31/2005

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<u>q</u> g	_ 0_0_0_0	006 0938-1 Fileileo20690941	114 Ententenero 2008/09414014514820 Extrahibit A
Column 12 Full History Cash Withdrawals	(40,337) (56) (6,846) (1,52) (13,418) (311,569) (40,000) (10,66,767) (10,66,767) (27,470)	(194,08) (194,08) (194,08) (45,080,000) (45,080,000) (45,080,000) (45,080,000) (10,0	(15.3%) (16.3%
Column 11 6-Year Cash Withdrawals	(40.337) (56) (6846) (15.261) (24.418) (311.569) (40.000,000) (40.000,000) (60.677) (77.470)	(194881) (101.252) (252.262) (31.338) (43.962) (43.962) (43.962) (43.962) (43.962) (45.000,000) (45.000,000) (79.000) (7	(15.383) (115.884) (11.685) (11.685) (13.920) (3.500,000) (3.93.935) (3.93.936) (3.93.936) (3.93.936) (11.922) (11.922) (11.922) (11.922) (11.922) (11.922) (11.922) (11.922) (11.922) (11.922) (11.922) (11.922) (10.8331)
Column 10 2-Year Cash Withdrawals			
Column 9 90-Day Preferential Transfers			
Column 8 Balance of Principal	924,786,716 924,778,865 924,779,865 924,764,604 924,764,604 824,428,617 884,428,617 884,361,844 884,361,844 884,361,344 884,361,344 884,361,344	883,918,418 883,666,156 883,634,818 883,634,818 883,440,717 883,440,717 883,240,028 883,240,028 883,240,568 883,240,571 888,120,576 888,120,576 888,120,576 888,120,576 888,120,576 888,120,576 888,120,576 888,073,462 887,798,758 887,798,758 887,798,758 887,798,758 887,798,758 887,798,758	837,679,148 837,563,164 837,563,164 837,563,164 837,484,883 802,444,833 802,444,833 802,444,833 802,44,333 802,34,337 802,194,271 772,195,792 771,1865,591 772,197,792 771,682,112 771,1042,538 771,042,538 771,042,538 771,042,538 771,042,538 771,042,538 771,042,538 771,042,538 771,042,538 771,042,538 770,79,698 770,79,698 770,79,698 770,79,103
Column 7 Transfers of Principal Out			
Column 6 Transfers of Principal In			
Column 5 Cash Withdrawals	(40,337) (56) (6,846) (15,261) (24,418) (311,569) (40,000,00) (16,00,00) (16,00,00) (17,670)	(194,081) (101,252) (252,262) (31,388) (141,149) (145,952) (45,952) (45,952) (45,952) (45,952) (32,150) (22,150) (22,150) (22,150) (22,150) (23,100) (24,608) (10,072) (10,072) (10,072) (10,072) (10,072) (10,072)	(15,383) (115,984) (31,984) (31,984) (31,385) (37,303) (37,303) (37,303) (37,303) (37,303) (37,304) (44,115) (30,000,000) (14,469) (31,234) (104,770) (104,7
Column 4 <u>Cash</u> <u>Deposits</u>			
Column 3 <u>Transaction Amount</u> <u>Reported in</u> <u>Customer Statement</u>	(40,337) (56) (6,846) (15,264) (15,264) (24,418) (311,569) (40,000,000) (66,767) (120,623) (27,470)	(194,081) (101,252) (252,262) (31,338) (141,49) (43,952) (46,149) (136,149)	(15.383) (15.383) (115.984) (115.984) (115.984) (115.984) (19.922) (19.922) (19.922) (19.922) (19.922) (19.922) (19.922) (19.922) (19.922) (19.922) (19.922) (19.922) (19.922) (19.922) (19.922) (19.922) (19.922) (19.922) (19.923) (25.284)
Column 2 <u>Transaction</u> <u>Description</u>	W/H TAX DIV ABT FIDELITY SPARTAN US TREASURY MONEY MARKET W/H TAX DIV TXN W/H TAX DIV GS W/H TAX DIV GS W/H TAX DIV GS W/H TAX DIV GS FIDELITY SPARTAN US TREASURY MONEY MARKET FIDELITY SPARTAN US TREASURY MONEY WARKET W/H TAX DIV NTC W/H TAX DIV NTC W/H TAX DIV BA	WH TAX DIV PRE WH TAX DIV MSFT WH TAX DIV WSFT WH TAX DIV UTX WH TAX DIV UTX WH TAX DIV UTX WH TAX DIV UTX WH TAX DIV UTX WH TAX DIV INJ CHECK WIRE WH TAX DIV INJ CHECK WIRE WH TAX DIV TO INJ WH TAX DIV TO INJ WH TAX DIV TO WH TAX DIV WD WH TAX DIV WD WH TAX DIV AD WH TAX DIV AD WH TAX DIV AD WH TAX DIV SARTAN U S TREASURY MONEY MARKET WH TAX DIV SARTAN U S TREASURY MONEY MARKET WH TAX DIV SARTAN U S TREASURY MONEY MARKET WH TAX DIV SARTAN U S TREASURY MONEY MARKET WH TAX DIV SARTAN U S TREASURY MONEY MARKET WH TAX DIV SARTAN U S TREASURY MONEY MARKET WH TAX DIV SARTAN DIV WAIT WH TAX DIV WAIT WH TAX DIV WAIT WH TAX DIV WAIT	WH TAX DIV VIA B WH TAX DIV MRK WH TAX DIV MRK WH TAX DIV MRK WH TAX DIV MR TAX DIV MR THOELITY SPARTAN US TREASURY MONEY MARKET WH TAX DIV WS WH TAX DIV WS WH TAX DIV TX WH TAX DIV TX WH TAX DIV TX WH TAX DIV TX WH TAX DIV TX WH TAX DIV GS WH TAX DIV GS WH TAX DIV WS
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Column 12	Cash Withdrawals	(1) (54,039)	(81,434) (105,836)	(3)	(7)	(20,000,000)	(3)		(6)	(36,555)	3§ (148,733)	(109,375)	(8)	(18,954)	(56,581)	(10,000,000)	(21,604	(19.74	(309,28	(46)	(73,67)	(30,00	(53,15)	(69,500)	(100,989)	(16,520)	(59,143)	(140,262)	(18)	(30,000,000)	(40,803)	(72)	(9,351)	(49,304)	(103,369)	(147,346)	(20,113)	(143,900)	(a) (a)	(14,999)	(94)	(87,949)	(16)	(9,722)	(19,169)	(13,418)
Column 11	O-Year Cash Withdrawals	(1) (54,039)	(81,434) (105,836)	(29,148)	(2)	(20,000,000)	(5)	- 9	(6) (14,409)	(36,555)	(149,233) (161,310)	(109,375)	(8)	(18,954)	(56,581)	(10,000,000)	(21,604)	(28,336)	(309,589)	(51,684)	(73,673)	(30,603)	(53,158)	(66,5039)	(100,989)	(16,520)	(59,143)	(140,262)	(18)	(30,000,000)	(40,803)	(72)	(9,351)	(49,304)	(103,369)	(147,346)	(5/1/97)	(143,900)	(E)	(14,999)	(34)	(87,949)	(16)	(9,722)	(19,169)	(13,418)
Column 10	2-year Cash Withdrawals							•		٠			•		١		•		١		•		٠		•				•					•		٠										
Column 9	90-Day Preferential Transfers							•		٠			•		١		•		١		•		٠		•				•					•		٠		•								
Column 8	Balance of Principal	770,133,546	769,998,073 769,892,237	769,892,234	769,845,153	749,631,622	749,631,618	749,314,343	749,514,537	749,263,373	748,952,830	748,843,455	748,843,436	748,824,481	748,638,491	738,632,398	738,610,794	738,582,458	738,253,125	738,201,441	738,127,722	737,985,136	737,931,978	737,639,420	737,538,431	737,274,306	737,215,164	737,033,192	737,033,174	707,004,836	706,964,032	706,669,268	706,659,917	706,549,392	706,390,262	706,242,916	706,194,314	706,050,414	706,050,383	706,035,384	706,055,178	705,967,230	705,943,998	705,934,276	705,911,105	705,897,687
Column 7	Transfers of Principal Out							•		٠			•		١		•		١		•		٠		•				•					•		٠		•								
Column 6	Transfers of Principal In									۰			•		·		•		·		•				•				•					•				•								
Column 5	<u>Cash</u> Withdrawals	(1) (54,039)	(81,434) (105,836)	(29,148)	(17,932)	(20,000,000)	(335.206)	17,932	(0)	(36,555)	(149,233) (161,310)	(109,375)	(8)	(129.409)	(56,581)	(10,000,000)	(21,604)	(28,336)	(309,589)	(51,684)	(73,673)	(30,603)	(53,158)	(69,500)	(100,989)	(16,520)	(59,143)	(140,262)	(18)	(30,000,000)	(40,803)	(72)	(61.221)	(49,304)	(103,369)	(147,346)	(19,829)	(143,900)	(0) (0)	(14,999)	19,829	(87,949)	(16)	(9,722)	(19,169)	(13,418)
Column 4	Cash Deposits														·		•		ľ		•				•															•		•				
Column 3	I ransaction Amount Reported in Customer Statement	(1) (54,039)	(81,434) (105,836)	(3) (29,148)	(2) (17,932)	(20,000,000)	(335.206)	17,932	(6) (14,409)	(36,555)	(149,233)	(109,375)	(8)	(18,954)	(56,581)	(10,000,000)	(21,604)	(28,336)	(309,589)	(51,684)	(73,673)	(30,603)	(53,158)	(69,509)	(100,989)	(16,520)	(59,143)	(140,262)	(18)	(30,000,000)	(40,803)	(72)	(9,351)	(49,304)	(103,369)	(147,346)	(19,829)	(143,900)	(0)	(14,999)	19,829	(87,949)	(16)	(9,722)	(19,169)	(13,418)
Column 2	<u>Transaction</u> <u>Description</u>	FIDELITY SPARTAN US TREASURY MONEY MARKET W/H TAX DIV WMT	W/H TAX DIV KO W/H TAX DIV MRK	FIDELITY SPARTAN US TREASURY MONEY MARKET W/H TAX DIV HPQ	FIDELLIY SPAKIAN US IREASURY MONEY MAKNET	W/H IAX DIV MO CHECK WIRE	FIDELITY SPARTAN US TREASURY MONEY MARKET W/H TAX DIV GE	CXL W/H TAX DIV SLB	FIDELLI Y SPAKTAN US TREASURY MONEY MARKET W/H TAX DIV MDT	W/H TAX DIV MS	W/H IAX DIV VZ W/H TAX DIV T	W/H TAX DIV JPM FIDELITY SPARTAN 1/S TREASURY MONEY MARKET	FIDELITY SPARTAN US TREASURY MONEY MARKET	W/H TAX DIV AXP W/H TAX DIV PG	W/H TAX DIV ABT	WH TAX DIV TXN	W/H TAX DIV CAT	W/H TAX DIV MER W/H TAX DIV GS	W/H TAX DIV C	W/H TAX DIV UPS FIDELITY SPARTAN USTREASURY MONEY MARKET	W/H TAX DIV INTC	W/H TAX DIV BA	W/H TAX DIV WMT	W/H TAX DIV BMY	W/H TAX DIV MSFT	W/H IAX DIV XOM W/H TAX DIV UTX	W/H TAX DIV IBM W/H TAX DIV MAM	W/H TAX DIV JNJ	FIDELITY SPARTAN US TREASURY MONEY MARKET	WILLIAM DIV I WA. CHECK WIRE	W/H TAX DIV HD W/H TAX DIV BAC	FIDELITY SPARTAN US TREASURY MONEY MARKET	W/H TAX DIV S W/H TAX DIV PEP	W/H TAX DIV AIG	W/H TAX DIV NC W/H TAX DIV MRK	W/H TAX DIV CVX	W/H TAX DIV SLB	W/H TAX DIV MO	FIDELITY SPARTAN US TREASURY MONEY MARKET FIDELITY SPARTAN US TREASURY MONEY MARKET	W/H TAX DIV MS	FIDELLI I SPAKLAN US IKEASUKI MUNET MAKKEL CXL W/H TAX DIV SLB	W/H TAX DIV PG	FIDELITY SPARTAN US TREASURY MONEY MARKET	W/H TAX DIV CAT W/H TAX DIV TXN	W/H TAX DIV MER	W/H TAX DIV GS
Column 1	Date	3/31/2006		ш			4/21/2006		4/28/2006			5/1/2006		5/10/2006	ш			5/24/2006		5/31/2006						9				6/16/2006			6/30/2006									8/15/2006				

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Column 12 Full History Cash Withdrawals		(43.144) (28,597) (13) (9,833) (40,343) (40,343) (6,685) (107,188)	(10,1,29) (10,1,27) (41,077) (27) (24,64) (242,684) (17) (6) (8) (8)	(55.77.2) (80.07.7) (95.54) (61.84) (206.90) (206.90)	(10,000) (10,000) (10,000) (10,000) (10,000) (10,000) (10,000) (20,000) (30,000)	14014514620 EXPAPPIDAL A (146,283) (137,080) (137,080) (137,080) (137,080) (14,480) (15,282) (15,889) (16,289) (16,289) (16,28) (16,289) (16,289) (18,28) (18,28)
Column 11 6-Year Cash Withdrawals	© © © © © © © © © © © © © © © © © © ©		(103,270) (103,270) (41,077) (45,641) (242,684) (17) (17) (17) (18) (8,169)	(\$5,773) (\$0,070) (\$0,070) (\$0,580) (\$1,587) (\$20,907) (\$1,000) (\$	(10,954) (10,954) (10,9587) (10,147) (10,147) (10,954) (10,954) (10,954) (10,954) (10,954) (10,954) (10,954) (10,954) (10,954)	(242,601) (242,601) (32,086) (233,690) (703,442) (140,203) (101,992) (101,992) (101,992) (13,282) (25,008) (25,008) (25,889) (14) (36,889) (14) (14) (15) (15) (16) (16) (16) (16) (16) (16) (16) (16
Column 10 2-Year Cash Withdrawals		(43.144) (28.597) (13) (9.833) (35.407) (40,343) (6.685) (107.188)	(10,270) (10,270) (41,270) (45,641) (242,684) (17) (17) (8,169)	(55,773) (80,070) (80,070) (61,887) (206,907) (206,907) (27)	(10,547) (10,987) (1393) (10,987) (10,147) (10,147) (10,147) (10,147) (10,147) (10,147) (10,147) (10,147) (10,147) (10,147) (10,147) (10,147) (10,147)	(20,24).01 (20,834) (146,834) (132,086) (23,686) (140,208) (140,208) (140,208) (101,92) (101,92) (101,92) (101,92) (101,92) (101,92) (101,92) (101,92) (101,92) (101,92) (101,92) (101,92) (101,92) (101,92) (101,92) (101,92) (101,92) (101,93) (101,
Column 9 <u>90-Day</u> <u>Preferential</u> <u>Transfers</u>						
Column 8 Balance of Principal	701,025,925 701,025,914 701,025,914 701,025,911 701,025,905 701,025,904 701,025,904	700,982,752 700,954,155 700,954,143 700,908,903 700,868,559 700,861,874 700,745	700,735,787 700,589,040 700,589,043 700,583,371 700,300,688 700,300,671 700,300,666	700,236,724 700,136,653 700,161,074 699,9187 699,766,908 699,766,881 699,766,881 699,766,881	(99)478, 166 (99)478, 166 (99)47, 107 (99)31, 1238 (99)31, 1238 (98)993, 153 (98)993, 153 (98)993, 153 (98)993, 153 (98)993, 153 (98)993, 153 (98)993, 153 (98)993, 153 (98)93, 173 (98)87, 170, 260 (98)770, 260	698,337,308 698,137,308 698,137,308 698,167,016 697,901,240 697,901,240 697,48,255 697,48,325 697,48,325 697,437,174 697,337,124 697,337,174 697,337,174 696,938,377 696,938,377 696,938,377 696,938,377 696,938,377 696,938,377 696,938,377 696,938,377 696,938,377 696,938,377 696,938,377 696,738,377 696,738,377 696,738,377 696,738,377 696,738,377 696,738,377 696,738,377 696,738,377 696,738,377 696,738,377 696,738,377 696,738,377 696,738,377
Column 7 <u>Transfers of</u> <u>Principal Out</u>						
Column 6 Transfers of Principal In						
Column 5 <u>Cash</u> Withdrawals	<u>66869</u>	(43.144) (28.597) (13) (9.833) (40.343) (40.343) (40.343) (107.188)	(103,270) (103,270) (41,077) (45,641) (242,684) (17) (17) (8,169)	(55,773) (80,070) (80,070) (61,887) (206,907) (27) (27) (27)	(13.93) (13.93) (130.887) (130.887) (10.147) (10.147) (10.954) (10.954) (10.954) (10.954) (10.954) (10.954) (10.954)	(24.2.01) (20.854) (20.854) (146.837) (146.837) (23.696) (23.696) (101.992) (101.992) (101.992) (101.992) (101.992) (101.992) (101.992) (123.282) (25.008) (
Column 4 <u>Cash</u> <u>Deposits</u>						
Column 3 Transaction Amount Reported in Customer Statement	66869666	(43.144) (28.597) (9,833) (85,407) (40.343) (66.683) (66.683)	(103.270) (103.270) (41,077) (27) (45,641) (242,684) (17) (17) (18) (8,169)	(55,773) (80,070) (95,580) (61,887) (26,907) (27,1410)	(1393) (1393) (1393) (1393) (1393) (1990) (10147) (10193) (10954) (10954) (10954) (10954) (10954) (10954)	(242,04) (32,086) (146,837) (146,837) (132,086) (23,696) (140,203) (101,992) (101,992) (101,992) (101,992) (101,992) (103,282) (103,282) (132,282) (132,282) (132,282) (132,282) (144,866) (148
Column 2 <u>Transaction</u> <u>Description</u>	FIDELITY SPARTAN U S TREASURY MONEY MARKET FIDELITY SPARTAN U S TREASURY MONEY MARKET FIDELITY SPARTAN U S TREASURY MONEY MARKET FIDELITY SPARTAN U S TREASURY MONEY MARKET FIDELITY SPARTAN U S TREASURY MONEY MARKET FIDELITY SPARTAN U S TREASURY MONEY MARKET FIDELITY SPARTAN U S TREASURY MONEY MARKET FIDELITY SPARTAN U S TREASURY MONEY MARKET FIDELITY SPARTAN U S TREASURY MONEY MARKET	WH TAX DIV COP W/H TAX DIV UPS W/H TAX DIV UPS WH TAX DIV UTX W/H TAX DIV WIX W/H TAX DIV WIX W/H TAX DIV CVX W/H TAX DIV CVX W/H TAX DIV CVX W/H TAX DIV IXI W/H TAX DIV IXI	WH TAX DIV 1WA WH TAX DIV AIG WH TAX DIV AIG HDELITY SARATAN US TREASURY MONEY MARKET WH TAX DIV BAC HDELITY SPARTAN US TREASURY MONEY MARKET HDELITY SPARTAN US TREASURY MONEY MARKET WH TAX DIV S	WH TAX DIV PEP WH TAX DIV KO WH TAX DIV KO WH TAX DIV WMT WH TAX DIV WMT WH TAX DIV WMD HIDELITY SPARTAN U S TREASURY MONEY MARKET FIDELITY SPARTAN U S TREASURY MONEY MARKET WH TAX DIV GRANTAN US TREASURY MONEY MARKET WH TAX DIV GRANTAN US TREASURY MONEY MARKET	WH TAX DIV GE WH TAX DIV GE WH TAX DIV GE WH TAX DIV FOR WH TAX DIV FOR WH TAX DIV FOR WH TAX DIV FOR WH TAX DIV ST WH TAX DIV ST FIDELITY SPARTAN US TREASURY MONEY MARKET WH TAX DIV WH TAX DIV WH TAX DIV WH TAX DIV WH TAX DIV ST WH TAX DIV WFC WH TAX DIV WFC WH TAX DIV WFC WH TAX DIV WFC WH TAX DIV NTC	WHI TAX DIV PEE WHI TAX DIV UPS WHI TAX DIV UPS WHI TAX DIV UTX WHI TAX DIV UTX WHI TAX DIV UTX WHI TAX DIV UX WHI TAX DIV BM WHI TAX DIV BM WHI TAX DIV BM WHI TAX DIV MBH WHI TAX DIV MBH WHI TAX DIV MBH WHI TAX DIV WB WHI TAX DIV WB WHI TAX DIV WB WHI TAX DIV WB WHI TAX DIV WB WHI TAX DIV WB WHI TAX DIV BEE FIDELITY SPARTAN US TREASURY MONEY MARKET WHI TAX DIV BEE WHI TAX DIV BEE WHI TAX DIV WO WHI TAX DIV WO WHI TAX DIV WO WHI TAX DIV WO WHI TAX DIV WO WHI TAX DIV WO WHI TAX DIV WO WHI TAX DIV WO WHI TAX DIV WO WHI TAX DIV WO WHI TAX DIV WO WHI TAX DIV WO WHI TAX DIV TYC
Column 1 <u>Date</u>	1/31/2007 2/6/2007 2/13/2007 2/16/2007 2/20/2007 2/22/2007 2/23/2007	3/1/2007 3/6/2007 3/9/2007 3/12/2007 3/12/2007 3/12/2007 3/13/2007 3/15/2007	3/13/2007 3/15/2007 3/20/2007 3/22/2007 3/23/2007 3/38/2007 3/30/2007 3/30/2007	3.30.2007 4/2/2007 4/2/2007 4/4/2007 4/19/2007 4/19/2007 4/20/2007 4/20/2007	4/3/2007 5/4/2007 5/4/2007 5/15/2007 5/23/2007 5/23/2007 6/1/2007 6/1/2007 6/1/2007	

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Column 12 Full History Cash Withdrawals	(9) (20) (127.897) (49.872) (25.562) (31.673) (98.492) (12.513) (98.492)	(15, 30) (15, 81) (15, 81) (15, 81) (15, 81) (16, 81) (18, 364) (18, 364) (18, 364) (18, 364)	FILE HEOLO 20 68/1414 ENTENTE OF COLOR PATE 148/20 EXTENT (1871)	(13,659) (75,436) (19) (26,119) (21,699) (164,158) (44,790)
Column 11 6-Year Cash Withdrawals	(9) (127,897) (49,872) (49,872) (25,562) (31,673) (98,492) (12,513) (12,513)	(13,730) (20,813) (40,666) (21) (21) (23) (30,374) (70,191) (18,5,564) (41) (6)	(16) (10) (10) (10) (10) (10) (10) (10) (10	(13.059) (73.456) (7.4316) (19) (10) (10) (10.003) (16.4589) (16.4589) (44.780) (44.790)
Column 10 2-Year Cash Withdrawals	(9) (127,897) (127,897) (49,872) (25,562) (31,673) (98,492) (12,513) (12,513) (15,513)	(15,790) (26,813) (26,813) (36,409) (40,666) (40,666) (10) (21) (21) (23) (10) (10) (10) (10) (10) (10) (10) (10	(10) (10) (10) (11) (10,11) (10,11) (10,12) (11,13) (11,145) (11,1	(13,059) (75,456) (19) (26,119) (30,003) (164,589) (164,589) (48,862) (44,790)
Column 9 90-Day Preferential Transfers				
Column 8 Balance of Principal	696,567,732 696,567,732 696,439,835 696,389,963 696,381,739 696,234,737 696,231,724 696,122,110 696,182,110	096,119,567 096,024,139 095,083,472 095,983,472 095,983,470 095,983,470 095,883,474 095,983,474 095,873,474 095,677,474 095,677,474 095,677,474	695,697,457 695,697,457 695,697,457 695,697,457 695,697,457 695,697,457 695,603,375 695,603,375 695,444,270 695,444,270 695,233,791 695,231,745 695,231,745 695,231,745 695,231,745 695,231,745 695,231,745 695,296,518 695,096,518	694,356,807 694,281,370 694,281,352 694,255,232 694,225,229 694,203,531 694,003,531 694,004,787 693,915,522 693,955,925
Column 7 Transfers of Principal Out				
Column 6 Transfers of Principal In				
Column 5 Cash Withdrawals	(9) (127, 897) (149, 897) (49, 872) (25, 562) (31, 673) (98, 492) (12, 513) (15, 513)	(15,59) (25,403) (95,403) (40,666) (21) (21) (22) (23) (30,374) (70,191) (185,564) (41) (61)	(16.0) (10.0) (17.145) (17.147) (17.147) (17.141)	(13,059) (75,436) (19) (26,119) (21,699) (164,589) (44,790)
Column 4 <u>Cash</u> <u>Deposits</u>				
Column 3 Transaction Amount Reported in Customer Statement	(9) (20) (127,897) (49,872) (25,562) (31,673) (98,492) (12,513) (12,513) (12,513)	(15,784) (26,813) (25,409) (40,666) (21) (21) (21) (23) (30,374) (70,191) (185,364) (41) (61)	(16) (16) (17) (17) (17) (18) (18) (18) (18) (19) (19) (19) (19) (19) (19) (19) (19	(13,059) (75,436) (19) (26,119) (30,003) (16,699) (104,589) (48,882) (44,790)
Column 2 Transaction Description	FIDELITY SPARTAN US TREASURY MONEY MARKET WH TAX DIV WHT XX DIV WHT WH TAX DIV WMT WH TAX DIV BA WH TAX DIV BA WH TAX DIV BA WH TAX DIV BA WH TAX DIV BA	WH TAX DIV BM WH TAX DIV BM WH TAX DIV SOM WH TAX DIV SOM WH TAX DIV MST HEBLITY SPARTAN US TREASURY MONEY MARKET FIDELITY SPARTAN US TREASURY MONEY MARKET FIDELITY SPARTAN US TREASURY MONEY MARKET WH TAX DIV KO WH TAX DIV MO WH TAX DIV GE FIDELITY SPARTAN US TREASURY MONEY MARKET FIDELITY SPARTAN US TREASURY MONEY MARKET FIDELITY SPARTAN US TREASURY MONEY MARKET	HDELITY SPARTAN US TREASURY MONEY MARKET HDELITY SPARTAN US TREASURY MONEY MARKET HDELITY SPARTAN US TREASURY MONEY MARKET WH TAX DIV CR WH TAX DIV CR WH TAX DIV CR WH TAX DIV COP WH TAX DIV COP WH TAX DIV COX WH TAX	WH TAX DIV TWX WH TAX DIV WB PIDELITY SID WB WH TAX DIV WB WH TAX DIV WCD FIDELITY SPARTAN US TREASURY MONEY MARKET FIDELITY SPARTAN US TREASURY MONEY MARKET WH TAX DIV MD WH TAX DIV WB WH TAX DIV BP WH TAX DIV PEP WH TAX DIV WR WH TAX DIV MR
Column 1 <u>Date</u>	7172007 FIDELITY SPARTAN 862007 FIDELITY SPARTAN 8242007 WH TAX DIV WC 942007 WH TAX DIV WMT 942007 WH TAX DIV WMT 942007 WH TAX DIV WMT 942007 WH TAX DIV PE 972007 WH TAX DIV PE 972007 WH TAX DIV PE 972007 WH TAX DIV CVX 97102007 WH TAX DIV CVX 97102007 WH TAX DIV CVX	L L L		

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Column 12 Full History Cash Withdrawals	(12,001)	(24,592)	(31,811)	(7,104)	(14,065)	(64,786)	(123,131)	(4,546)	(13,639)	(28,983)	(64,407)	(81,835)	(14)	(0,630)	(95,433)	(53,617)	(205,500)	(42,980)	2000	(42,09	(65,123	(30,564)	(30,39	(34,734)		(50,000,000)	0	(6,593)	(2)	(17,557)	(112,748)	(83,356)	(51,309)	(141,412)	(11,413)	(12)	(30,418)	(268,884)	(42,775)	(47,715)	(62,943)	(122,000)	(34,566)	(30,245)	(7,689)	(55,720)	(44,789)	(39,888)	(19,110)	(Anglia)
Column 11 6-Year Cash Withdrawals	(12,001)	(24,592)	(31,811)	(7,104)	(14,065)	(64,786)	(123,131)	(4,546)	(13,639)	(28,983)	(64,407)	(11,934)	(14)	(6,630)	(95,433)	(53,617)	(205,500)	(42,980)	(27,785)	(42,098)	(65,122)	(30,564)	(30,390)	(34,732)	(25)	(50,000,000)	0	(6,593)	(3)	(17,557)	(112,748)	(83,356)	(51,309)	(141,412)	(11,413)	(13)	(30,418)	(268,884)	(42,775)	(47,715)	(62,943)	(122,000)	(34,566)	(30,245)	(7,689)	(55,720)	(44,789)	(39,888)	(19,110)	(ecotre)
Column 10 2-Year Cash Withdrawals	(12,001)	(24,592)	(31,811)	(7,104)	(14,065)	(64,786)	(123,131)	(4,546)	(13,639)	(28,983)	(64,407)	(11,934)	(14)	(6,630)	(95,433)	(53,617)	(205,511)	(42,980)	(27,785)	(42,098)	(65,122)	(30,564)	(30,390)	(34,732)	(25)	(50,000,000)	0	(6,593)	(2)	(17,557)	(112,748)	(83,356)	(51,309)	(17,677)	(11,413)	(12)	(30,418)	(268,884)	(42,775)	(47,715)	(62,943)	(122,000)	(34,566)	(30,245)	(7,689)	(55,720)	(44,789)	(39,888)	(19,110)	(neatre)
Column 9 90-Day Preferential Transfers																														٠		(83,356)	(51,309)	(141,412)	(11,413)	(12)	(30,418)	(268,884)	(42,775)	(47,715)	(62,943)	(122,000)	(34,566)	(30,245)	(7,689)	(55,720)	(44,789)	(39,888)	(19,110)	(ecoire)
Column 8 Balance of Principal	693,899,133	693,874,537	693,842,726	693,835,615	693,640,513	693,575,727	693,389,468	693,384,922	693,371,283	693,332,070	693,267,664	693,173,895	693,173,880	693,167,250	693,030,047	692,976,430	692,747,231	692,704,251	692,676,466	692,504,558	692,439,436	692,236,099	692,175,145	692,140,413	692,057,293	642,057,293	642,057,293	642,050,700	642,050,698	642,033,141	641,920,393	641,828,677	641,777,368	641,618,279	641,606,866	641,606,854	641,576,420	641,307,536	641,202,325	641,154,611	641,091,666	640,969,666	640,935,100	640,883,457	640,875,769	640,692,593	640,647,805	640,408,502	640,389,392	UTU, DETTE DET
Column 7 <u>Transfers of</u> <u>Principal Out</u>										•	,		•			•										•		•		٠			•		•					•										
Column 6 Transfers of Principal In										•	,		•			•										•		•		٠			•		•					•										
Column 5 Cash Withdrawals	(12,001)	(24,592)	(31,811)	(7,104)	(14,065)	(64,786)	(123,131)	(4,546)	(13,639)	(28,983)	(64,407)	(11,934)	(14)	(0,630)	(95,433)	(53,617)	(205,611)	(42,980)	(27,785)	(42,098)	(65,122)	(203,338)	(30,390)	(34,732)	(25)	(50,000,000)	0	(6,593)	(2)	(17,557)	(112,748)	(83,356)	(51,309)	(17,677)	(11,413)	(21)	(30,418)	(268,884)	(42,775)	(47,715)	(62,943)	(122,000)	(34,566)	(30,245)	(7,689)	(55,720)	(44,789)	(39,888)	(19,110)	(againe)
Column 4 Cash Deposits				, ,									•			•					,							•		٠	•		•							•									•	
Column 3 Transaction Amount Reported in Customer Statement	(12,001)	(24,592)	(31,811)	(7,104)	(14,065)	(64,786)	(123,131)	(4,546)	(13,639)	(28,983)	(64,407)	(81,835)	(14)	(0,630)	(95,433)	(53,617)	(205,611)	(42,980)	(27,785)	(42,098)	(65,122)	(30,564)	(30,390)	(34,732)	(25)	(50,000,000)	0	(6,593)	(5)	(17,557)	(112,748)	(83,356)	(51,309)	(17,677)	(11,413)	(12)	(30,418)	(268,884)	(42,775)	(47,715)	(62,943)	(122,000)	(34,566)	(30,245)	(7,689)	(55,720)	(44,789)	(39,888)	(19,110)	(magira)
Column 2 <u>Transaction</u> <u>Description</u>	WH TAX DIV HPQ	W/H TAX DIV KFT	W/H TAX DIV WMT FIDELITY SPARTAN US TREASURY MONEY MARKET	W/H TAX DIV MDT W/H TAX DIV GE	W/H TAX DIV MS	W/H TAX DIV JPM W/H TAX DIV VZ	W/H TAX DIV T	W/H TAX DIV CVS	W/H TAX DIV BK W/H TAX DIV AXP	W/H TAX DIV ABT	W/H TAX DIV PG	W/H TAX DIV CAI	FIDELITY SPARTAN US TREASURY MONEY MARKET	W/H TAX DIV GS W/H TAX DIV INTC	W/H TAX DIV WFC	W/H TAX DIV WMT	W/H TAX DIV PFE	W/H TAX DIV UPS	W/H TAX DIV BA W/H TAX DIV CVX	W/H TAX DIV JNJ	W/H TAX DIV IBM	W/H TAX DIV XOM W/H TAX DIV UTX	W/H TAX DIV EXC	W/H TAX DIV MMM W/H TAX DIV MSFT	FIDELITY SPARTAN US TREASURY MONEY MARKET	CHECK WIRE	FIDELITY SPARTAN US TREASURY MONEY MARKET	W/H TAX DIV CVS	FIDELITY SPARTAN US TREASURY MONEY MARKET FIDELITY SPARTAN 11.S TREASURY MONEY MARKET	W/H TAX DIV CAT	W/H TAX DIV C	W/H IAX DIV GS W/H TAX DIV MSFT	W/H TAX DIV WMT	W/H IAX DIV PFE W/H TAX DIV BUD	W/H TAX DIV HD	FIDELITY SPARTAN US TREASURY MONEY MARKET FIDELITY SPARTAN US TREASURY MONEY MARKET	W/H TAX DIV UTX	W/H TAX DIV BAC	W/H TAX DIV UPS	W/H TAX DIV COP	W/H LAX DIV WFC FIDELITY SPARTAN US TREASURY MONEY MARKET	W/H TAX DIV JNJ	W/H TAX DIV MMM W/H TAX DIV TWX	W/H TAX DIV EXC	W/H TAX DIV QCOM W/H TAX DIV CVX	W/H TAX DIV AIG	W/H TAX DIV IBM	W/H TAX DIV MCD	W/H TAX DIV BA	WIT IAA MY INTO
Column 1 Date	4/2/2008				4/30/2008	4/30/2008	5/1/2008	5/2/2008		5/15/2008		5/20/2008		5/29/2008	П		6/3/2008	ш	6/6/2008	6/10/2008	6/10/2008	6/10/2008	6/10/2008	6/12/2008		7/18/2008		Н	8/8/2008				10/2/2008	10/2/2008	ш	10/2/2008		10/2/2008		10/2/2008		10/2/2008	10/2/2008	10/2/2008	10/2/2008	10/2/2008	10/2/2008	10/2/2008	10/2/2008	10/2/2000

BLMIS ACCOUNT NO. 1FN061 - KINGATE GLOBAL FUND LTD C/O BANK OF BERMUDA LTD A/C/F KINGATE GLOBAL FUND

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Column 12 Full History	Cash Withdrawals	(50,000,000)	(23,118)	(75,527)	(14,065)	(E)	(2)	(13,157)	(18,452)	(50,000,000)	(1)	(E)	(0)	(E)	(1)	\$ (437,501,112)
Column 11 6-Year	<u>Cash</u> Withdrawals	(50,000,000)	(23,118)	(75,527)	(14,065)	(1)	(2)	(13,157)	(18,452)	(50,000,000)	(1)	(1)	(0)	(E)	(1)	\$ (398,704,065)
Column 10 2-Year	<u>Cash</u> Withdrawals	(50,000,000)	(23,118)	(75,527)	(14,065)	(I)	(2)	(13,157)	(18,452)	(50,000,000)	(1)	(I)	(0)	(E)	(1)	\$ (163,447,509)
Column 9	Preferential Transfers	(50,000,000)	(23,118)	(75,527)	(14,065)	(E)	(2)	(13,157)	(18,452)	(50,000,000)	(1)	(E)	(0)	Ξ	(1)	\$ (101,753,145)
Column 8	Balance of Principal	590,337,557	590,280,094	590,204,568	590,190,503	590,190,502	590,190,500	590,177,343	590,158,891	540,158,891	540,158,891	540,158,889	540,158,889	540,158,888	540,158,888	\$ 540,158,888
Column 7	Transfers of Principal Out														•	\$ (10,200,000)
Column 6	Transfers of Principal In															8,000,000
Column 5	Cash Withdrawals	(50,000,000)	(23,118)	(75,527)	(14,065)	(E)	(2)	(13,157)	(18,452)	(50,000,000)	(1)	(1)	(0)	Ξ	(1)	\$ (437,501,112)
Column 4	<u>Cash</u> <u>Deposits</u>		ŀ												•	\$ 979,860,000
Column 3 Transaction Amount	Reported in Customer Statement	(50,000,000)	(23,118)	(75,527)	(14,065)		(2)	(13,157)	(18,452)	(50,000,000)	(1)	(1)	0	(E)	(1)	Total:
Column 2	Transaction Description	CHECK WIRE WH TAX DIV PM	W/H TAX DIV KO	W/H TAX DIV MRK	W/H TAX DIV MO	FIDELITY SPARTAN US TREASURY MONEY MARKET	FIDELITY SPARTAN USTREASURY MONEY MARKET	W/H TAX DIV BAX	W/H TAX DIV HPQ	CHECK WIRE	FIDELITY SPARTAN USTREASURY MONEY MARKET	FIDELITY SPARTAN USTREASURY MONEY MARKET	FIDELITY SPARTAN US TREASURY MONEY MARKET	FIDELITY SPARTAN US TREASURY MONEY MARKET	FIDELITY SPARTAN USTREASURY MONEY MARKET	
Column 1	Date	10/17/2008 (11/4/2008	11/4/2008 I	11/4/2008 F	11/4/2008	11/4/2008	11/28/2008 (12/3/2008 F	12/3/2008 F	12/3/2008 F	12/3/2008 F	12/3/2008 F	

Exhibit B to the First Loigman Declaration, Dated 02/18/2014

FIRST AMENDMENT TO THE KINGATE GLOBAL FUND, LTD. MANAGEMENT AGREEMENT

FIRST AMENDMENT (the "First Amendment"), dated as of March 1, 1995, to the Management Agreement of Kingate Global Fund, Ltd. (the "Fund") dated as of November 1994 (the "Management Agreement") by and between the Fund and Kingate Management Limited (the "Manager").

WITNESSETH:

WHEREAS, the Fund, pursuant to an Information Memorandum dated as of November 1994, offered common shares of the Fund (the "Common Shares") and simultaneously executed the Management Agreement; and

WHEREAS, as of March 1, 1995, the directors and members of the Fund approved a recapitalization of the Fund (the "Recapitalization") which involved a redesignation of the Common Shares as Class A Shares ("Class A Shares") and an issuance of a new class of common shares, Class B Shares ("Class B Shares"); and

WHEREAS, in order to effect the Recapitalization, the Fund, pursuant to a Restated Information Memorandum dated as of March 1, 1995, redesignated the Common Shares as Class A Shares (the "Restated Information Memorandum"); and

WHEREAS, in order to further effect the Recapitalization, the Fund, pursuant to an Information Memorandum dated as of March 1, 1995, offered the new Class B Shares (the "Class B Shares Information Memorandum"); and

WHEREAS, in order to effect the provisions of the Restated Information Memorandum and the Class B Shares Information Memorandum, the Fund wishes to amend the Management Agreement by executing this First Amendment.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

1. Definitions

Unless otherwise defined herein, terms defined in the Management Agreement hereby shall have such defined meanings when used herein.

2. Amendment

(i) Section 1.1 of the Management Agreement is hereby amended by deleting the definition of "Shares" and adding the following new definition, of "Class A Common Shares," to appear as the fifth definition:

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"Class A Common Shares" means the Class A Common Shares which were initially offered as Common Shares pursuant to the Fund's Information Memorandum dated as of November 1994 (the "Information Memorandum") and redesignated as Class A Shares pursuant to the Fund's Restated Information Memorandum dated as of March 1, 1995. (Simultaneously, the Fund issued a new class of shares, Class B Shares, pursuant to a separate Information Memorandum dated as of March 1, 1995. All references in this Agreement refer to Class A Shares only.)

3. Effective Date

This First Amendment shall be effective as of the date first written above. Except as expressly set forth herein, all of the terms and conditions of the Management Agreement shall remain unchanged and shall continue in full force and effect and are hereby ratified and confirmed.

4. Counterparts

This First Amendment may be executed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

5. Governing Law

This First Amendment and the underlying Agreement shall hereafter be governed by and construed in accordance with the substantive laws of the Bermuda applicable to contracts made and entirely performed therein, without regard to principles of conflicts of law.

IN WITNESS WHEREOF, the parties hereto have signed this First Amendment to be duly executed and delivered as of the date and year first written above.

KINGATE GLOBAL FUND, LTD.

Ву:)
· -	Name: Title:	Christophen Director	Wetherhill

KINGATE MANAGEMENT LIMITED (the "Manager")

Name: Maggaret Every
Title: DIRECTOR

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"Class A Common Shares" means the Class A Common Shares which were initially offered as Common Shares pursuant to the Fund's Information Memorandum dated as of November 1994 (the "Information Memorandum") and redesignated as Class A Shares pursuant to the Fund's Restated Information Memorandum dated as of March 1, 1995. (Simultaneously, the Fund issued a new class of shares, Class B Shares, pursuant to a separate Information Memorandum dated as of March 1, 1995. All references in this Agreement refer to Class A Shares only.)

3. Effective Date

This First Amendment shall be effective as of the date first written above. Except as expressly set forth herein, all of the terms and conditions of the Management Agreement shall remain unchanged and shall continue in full force and effect and are hereby ratified and confirmed.

4. Counterparts

This First Amendment may be executed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and bereto were upon the same instrument.

5. Governing Law

This First Amendment and the underlying Agreement shall hereafter be governed by and construed in accordance with the substantive laws of the Bermuda applicable to contracts made and entirely performed therein, without regard to principles of conflicts of law.

IN WITNESS WHEREOF, the parties hereto have signed this First Amendment to be july executed and delivered as of the date and year first written above.

KINGATE GLOBAL FUND, LTD.

ву:		en	e V	√ √.	•	K
	Name:		ropher	_ ~	Colle Co	4211
	Title:	DIRC	KTOK			
	GATE MA "Manager		MENT LI	MITE	ED.	
Ву:						
	Name:					
	Title:					

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Exhibit C to the First Loigman Declaration, Dated 02/18/2014

KINGATE MANAGEMENT LIMITED

- AND -

KINGATE GLOBAL FUND, LTD.

- AND

FIM LIMITED

CONSULTING SERVICES AGREEMENT

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CONSULTING SERVICES AGREEMENT made as of the 1st day of December 1995 by and between:

Kingate Management Limited ("Kingate"), a company incorporated under Bermuda law;

Kingate Global Fund, Ltd.(the "Fund") a company incorporated under the laws of the Territory of the British Virgin Islands; and

FIM Limited ("FIM"), a company incorporated under the laws of England and regulated by the Investment Management Regulatory Organisation Limited ("IMRO") in carrying on investment business relevant to this Agreement.

WHEREAS

- (A) the Fund invests its assets by selecting a number of funds and investment management firms (the "Investment Advisors") who are appointed to manage the Fund's assets;
- (B) the Fund currently has 3 (three) Classes of Common Shares, called respectively "Class A", "Class B" and "DM Class" and may, in the future, create further Classes of Shares;
- (C) the Fund has appointed Kingate as Manager of the Class A Shares and as Co-Manager with respect to the Class B Shares and the DM Class Shares under the terms of Management and Co-Management Agreements by and between Kingate and the Fund;
- (D) Kingate has engaged FIM to act as a consultant to Kingate with respect to the allocation of the assets of the Fund's Class A Shares among different equity and fixed-income markets, currencies and asset classes, under the terms of a Consulting Services Agreement effective November 1, 1994 for an initial term to expire on December 31, 1995;
- (E) Kingate wishes to amend and replace the Consulting Services Agreement effective November 1, 1994 and wishes to engage FIM to act as Consultant with respect to the investment of the assets comprised in each Class of Shares in the Fund currently outstanding or to be created in the future.

NOW THEREFORE, in consideration of premises and mutual agreements hereinafter set forth, the parties hereto agree as follows:

Appointment of the Consultant. Effective December 1, 1995 and until this Agreement is terminated in accordance with clause 7 hereof, Kingate hereby appoints FIM as Consultant to Kingate to render consulting services with respect to the investments of the assets of each Class of Shares of the Fund currently outstanding or to be created in the future.

- Acceptance by the Consultant. FIM hereby accepts such appointment as Consultant to Kingate as a "non-private customer" for IMRO purposes, and agrees to render such consulting services in accordance with the terms and conditions of this Agreement.
- 3. Duties of FIM. Without limiting the foregoing, FIM shall:
 - (a) analyse trends in the world's economies and financial markets (including equity, fixed-income and money markets, currencies and commodities markets) and recommend to

- Kingate an allocation of the Fund's assets in a manner consistent with the Fund's investment objectives and methodology;
- research, screen and nominate for selection by Kingate investment advisors that may be appointed by Kingate to manage the Fund's assets in a manner consistent with the Fund's investment objectives and methodology;
- (c) advise Kingate concerning all actions which may appear to FIM that the Fund should take to carry into effect the purchase and sale of investments pursuant to clauses 3.(a) and 3.(b) above;
- (c) provide relevant information covering the performance of each asset allocation, asset class and investment advisor recommended to Kingate;
- (e) monitor on a continuing basis each recommendation and implementation of approved recommendations concerning the allocation of the Fund's assets and the appointment of investment advisors, including identification of additional or alternative asset allocations and investment advisors;
- (f) prepare such reports as Kingate may request for inclusion in the annual or other reports of the Fund;
- (g) provide such information as Kingate may require on matters related to the investment of the Fund's assets including, inter alia, such information as Kingate may require to calculate the value of each Class of Shares of the Fund;
- (h) as requested, attend investment meetings with Kingate, its representatives and consultants;
- (i) in general, comply with any reasonable requests made by Kingate.
- 4. Other Agreements and Obligations. It is understood that:
 - (a) FIM shall not have any power to enter into transactions on behalf of, or in any other way to bind, Kingate or the Fund and nothing herein contained shall be deemed to create or constitute a partnership between FIM, Kingate and the Fund;
 - (b) FIM may have business arrangements and/or consulting contracts with other persons, firms or organisations and other accounts for which it may act as consultant, investment supervisor, investment manager or otherwise;
 - (c) FIM may give advice and make recommendations to other clients which may differ from, may be the same as or similar to the advice and recommendations given »nd made to Kingate provided FIM acts in good faith and follows a consistent policy with respect to each client;
 - (d) personnel of FIM may be involved in the supervision and management of other investment companies, other investment programs or consulting activities;
 - (e) FIM may, at its own expense and under its own responsibility, employ or hire other consultants to assist it in the performance of its duties under the term of this Agreement:

- (f) Kingate may have consultancy agreements with other consultants while this Agreement is in force:
- (g) Kingate shall at all times keep FIM fully informed of its investment objectives and methodology, its cash requirements, the investments comprised in the portfolio of each Class of Shares and the affairs of the Fund in so far as they are relevant to the duties to be performed by FIM under the terms of this Agreement.
- 5. Remuneration. In consideration for the services thereof, Kingate hereby agrees to pay to FIM the fees specified in Exhibit B.
- 6. Liability. FIM shall not be liable to Kingate, the Fund or its shareholders for any error of judgement or for any loss suffered by the Fund in connection with the subject matter of this Agreement howsoever any such loss may have occurred unless such loss arises from negligence, wilful default, fraud or dishonesty in the performance or non-performance by FIM or persons designated by it of its obligations or duties.

Kingate and the Fund hereby undertake to hold harmless and indemnify FIM against all actions proceedings claims costs demands and expenses which may be brought against, suffered or incurred by FIM by reason of its performance or non-performance of its duties under the terms of this Agreement (other than due to negligence, wilful default, fraud or dishonesty on the part of FIM or persons designated by it) including all legal professional and other expenses incurred by FIM or persons designated by it in the performance of its obligations or duties and including indemnity obligations owed by FIM to persons designated by it (except such as shall arise from negligence, wilful default, fraud, dishonesty in the performance of such obligations or duties).

7. This Agreement shall come into force as of the date hereof and continue in effect for an initial term to end on December 31, 1996 and shall be automatically renewed for subsequent terms of one year unless terminated at the end of the initial or a subsequent term by 30 days' notice given by one party to the others.

Any party may terminate this Agreement at any time if one of the other parties shall go into liquidation (except a voluntary liquidation for the purposes of reconstruction or amalgamation upon terms previously approved in writing by the other parties) or be unable to pay its debts or is insolvent or deemed to be insolvent or if a receiver is appointed of any of the assets of the parties. Any party may terminate this Agreement at any time if one of the other parties shall commit any material breach of its obligations under this Agreement and (if such breach shall be capable of remedy) shall fail within thirty days of receipt of notice served by the other parties requiring it to do so to do to make good such breach.

This Agreement shall terminate forthwith upon the termination of the Manager or Co-Manager Agreements between Kingate and the Fund. Kingate and the Fund may terminate this Agreement at any time if FIM ceases to be permitted by applicable law or regulation to act as consultant, or if FIM ceases to be authorised by IMRO. FIM may terminate this Agreement at any time if it becomes unlawful for FIM to act as consultant pursuant to this Agreement.

On termination of the appointment of FIM under the provisions of this Clause, FIM shall be entitled to receive the fees referred-to in Exhibit B up to the effective date of termination but shall not be entitled to compensation in respect of such termination; and FIM shall deliver or procure to be delivered to Kingate, or as it shall direct, all books of account, records, other registers, correspondence, documents and assets relating to the affairs of or belonging to the Kingate or the Fund in the possession of or under the control of FIM.

- 8. Records. FIM agrees to hold for a period of three years all books of account, records, other registers, correspondence, documents and assets relating to the object matter of this Agreement, and to make them available for inspection by Kingate or the Fund.
- Confidentiality. During and after the continuance of this Agreement, FIM agrees to maintain strict confidentiality in respect to Kingate and the Fund.
- 10. Representations and Warranties. FIM, Kingate and the Fund represent and warrant that information with respect to them and annexed hereto as Exhibit A is correct and each agrees to furnish each other with such information, authorisation and documentation as the others may from time to time require to enable it to carry out its obligations under this Agreement.
 - Authority. Each of the parties to this Agreement hereby represents and warrants that it is duly authorised and empowered to execute, deliver and perform this Agreement and that such action does not conflict with or violate any provision of law, rule or regulation or contract or deed of trust to which it is a party.
- Amendments. Any provision of this Agreement may be amended only if the parties so agree in writing.
- 13. Assignment. FIM may not assign this Agreement without the prior written agreement of Kingate and the Fund.
- 14. Notices. Any notice given by one party to the other under this Agreement shall be in writing and shall be delivered by hand or by telefax or mailed by registered or certified mail or by courier to the address shown on Exhibit A. A notice delivered by hand shall be deemed to be served upon such service. A notice delivered by telefax shall be deemed to have been given at the close of business on the day on which it is sent. A notice delivered by mail or courier shall be deemed to have been given at the expiration of seventy-two hours after posting. Evidence that the notice was properly addressed, faxed or stamped and put into the post or given to a courier shall be conclusive evidence of service A party may by notice hereunder to the other party designate a different address.
- Complaints. FIM has in operation a written complaints procedure in accordance with IMRO rules for the effective consideration and proper handling of complaints from customers. Kingate and the Fund have the right to complain directly to FIM concerning the services rendered by FIM under the terms of this Agreement. FIM shall address to Kingate and the Fund a written reply within ten (10) days of receipt of such complaint, and the complaint shall be considered as settled if Kingate and the Fund do not indicate otherwise within one month of receipt of such reply. If within two months after the complaint is made it has not been resolved to the satisfaction of Kingate and the Fund, the complaint shall be notified to IMRO by FIM. Kingate and the Fund have the right to make complaints to the United Kingdom's Investment Ombudsman.
- 16. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of Bermuda, and the parties hereto irrevocably agree to submit to the non-exclusive jurisdiction of the courts of Bermuda.

IN WITNESS WHEREOF this Agreement has been duly executed on behalf of the parties on the day and year first above written.

Signed for and on behalf of KINGATE MANAGEMENT LIMITED

by:

hristopher Wethe

Signed for and on behalf of KINGATE GLOBAL FUND, LTD.

by:

Keith R. Bish

Carlo Grosso

Signed for and on behalf of FIM LIMITED

by:

Attorney Eyes Only

EXHIBIT A

INFORMATION REGARDING THE PARTIES

KINGATE MANAGEMENT LIMITED

c/o Hemisphere Management Limited

Hemisphere House 9 Church Street P.O. Box HM 951

Hamilton HM DX Bermuda

Authorised Party: Christopher Wetherhill

KINGATE GLOBAL FUND, LTD.

c/o HWR Services Limited

Craigmuir Chambers

P.O. Box 71

Road Town, Tortola British Virgin Islands

Authorised Party: Keith R. Bish

FIM Limited

6-8 Sackville Street London W1X 1DD United Kingdom

Authorised Party: Carlo Grosso

EXHIBIT B

FEE SCHEDULE

In consideration for the services detailed under Clause 3 of this Agreement, FIM shall be entitled to receive such fees as may be agreed from time to time between Kingate, the Fund and FIM. Such fees shall not abate and may be supplemented by reference to any other remuneration of FIM.

- Such fees (payable to the extent that Kingate receives its management fee under the terms of its Management or Co-Management Agreement with the Fund) shall be no less than:
 - 0.50% (one-half of one percent) per annum of the Net Asset Value of the Fund (being the sum of the Net Asset value of each Class of Shares of the Fund calculated in accordance to the Information Memorandum of each Class of Shares of the Fund), and
 - US\$ 300,000 (three hundred thousand U.S. dollars)
- 3. Such fees shall be payable in twelve equal monthly instalments of the greater of 1/12th of 0.50% (one twelfth of one-half percent) of the Net Asset Value of the Fund calculated as of the close of business on the last Business Day of each calendar month (as defined in the Fund's Information Memorandum) and US\$ 25,000 (twenty five thousand U.S. dollars). The first payment shall be due as of the last Business Day of the month of December 1995 and subsequent payments shall be due as of the last Business Day of each calendar month.
- 4. FIM shall at its own expense employ such staff as may be necessary for the proper performance of its duties under the terms of this Agreement, except that reasonable travel expenses as mutually agreed in advance by the parties may be reimbursed by Kingate to FIM upon presentation of statement by FIM.

Exhibit D to the First Loigman Declaration, Dated 02/18/2014

Deed of Novation

between

Kingate Management Limited as the Continuing Party

FIM Limited as the Outgoing Party

and

FIM Advisers LLP as the Incoming Party

relating to

the assumption of obligations and benefits by FIM Advisers LLP of a consulting services agreement relating to Kingate Global Fund, Ltd – USD Shares

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THIS DEED OF NOVATION is dated 29th July 2005 and made

BETWEEN:

- (1) <u>KINGATE MANAGEMENT LIMITED</u>, (the "<u>Continuing Party</u>"), a limited liability company incorporated in Bermuda and having its registered office at 99 Front Street, Hamilton HM 11, Bermuda; and
- (2) <u>FIM LIMITED</u>, (the "<u>Outgoing Party</u>"), a limited liability company registered in England and Wales and having its registered office at 20 St James's Street, London, SW1A 1ES, England; and
- (3) <u>FIM ADVISERS LLP</u>, (the "<u>Incoming Party</u>"), a limited liability partnership registered in England and Wales and having its registered office at 20 St James's Street, London, SW1A 1ES, England.

Background:

- (A) This Agreement is supplemental to the Original Agreement.
- (B) The parties hereto have agreed that with effect from the effective date the Outgoing Party shall cease to be a party to the Original Agreement and that the Incoming Party shall become a party thereto in place of the Outgoing Party and accordingly the Outgoing Party shall be released and discharged from the Original Agreement upon the terms and to the extent set out in this Agreement.

THE PARTIES AGREE THAT:

1. <u>Interpretation</u>

In this Agreement:

"Original Agreement" means the Consulting Services Agreement dated 23rd April 2001 (as amended on June 7th 2001) made between the Continuing Party and the Outgoing Party.

"Effective Date" means 1st August 2005.

2. Novation

2.1 Substitution of parties

- (A) The incoming Party hereby undertakes to the Continuing Party to perform the Original Agreement and be bound by the terms thereof in every way as if the Incoming Party was, with effect from the Effective Date, a party to the Original Agreement in place of the Outgoing Party.
- (B) The Continuing Party hereby releases and discharges the Outgoing Party from all obligations and liabilities of the Outgoing Party under the Original Agreement becoming due to be performed or satisfied on or after the Effective Date and all claims and demands whatsoever in respect thereof and accepts the performance thereof by the Incoming Party in place of performance by the Outgoing Party and hereby undertakes to the Incoming Party, with effect from the Effective Date, to

perform the Original Agreement and be bound by the terms thereof in every way as if the Incoming Party was a party to the Original Agreement in place of the Outgoing Party.

2.2 Surviving obligations

The Incoming Party shall be liable to the Continuing Party in respect of the respective obligations and liabilities of the Outgoing Party under the Original Agreement becoming due to be performed or satisfied prior to the Effective Date and all claims and demands in respect thereof in all respects as if this Agreement had not been made and the Incoming Party was a party to the Original Agreement in place of the Outgoing Party.

3. Confirmation of terms

The Continuing Party and the Incoming Party hereby confirm the terms of the Original Agreement with the exception only of the substitution of parties hereby effected.

4. Limitation Periods

Nothing in this Agreement shall have the effect of extending any limitation period set out in, or applicable to, the Original Agreement and nothing in this Agreement shall operate to enable any claims to be brought against the Incoming Party whether in tort, contract or otherwise which, but for this Agreement, would be statute barred if made against the Outgoing Party.

5. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of England and the parties hereto hereby submit to the non-exclusive jurisdiction of the English Courts.

IN WITNESS whereof this Deed of Novation has been executed as a deed by the parties hereto the day and year first above written.

EXECUTED AS A DEED by KINGATE MANAGEMENT LIMITED acting by:

Director

EXECUTED AS A DEED by FIM LIMITED acting by:

Director

EXECUTED AS A DEED by FIM ADVISERS LLP acting by:

Member

Exhibit E to the First Loigman Declaration, Dated 02/18/2014

MANAGER AGREEMENT

KINGATE EURO FUND, LTD.

MANAGER AGREEMENT (the "Agreement"), as of May 1, 2000 by and among KINGATE MANAGEMENT LIMITED, a company organized under the laws of Bermuda (the "Manager"), and KINGATE EURO FUND, LTD., a company organized under the laws of the British Virgin Islands (the "Fund").

WITNESSETH:

WHEREAS, the Fund has been organized for the principal purpose of investing its assets pursuant to a strategy as more fully described in the Information Memorandum with respect to the Fund's Common Shares (the "Shares"), initially dated as of May 1, 2000, as the same may from time to time be amended and/or supplemented (the "Information Memorandum");

WHEREAS, the Fund may from time to time issue securities in addition to the Shares such as without limitation, common or preferred stock, interests, participations, rights, notes, derivative arrangements and property interests of all sorts (collectively, including the Shares, the "Securities" or individually a "Security"); and

WHEREAS, the Fund's Board of Directors (the "Directors") desires to continue to avail itself of the experience, advice and assistance of the Manager and others to whom the Manager may delegate all or part of its responsibilities hereunder, with respect to the investment of its assets and the performance of investment management, accounting, sales and marketing outside of the United States, administration, custodial, banking and other services on behalf of the Fund;

NOW, THEREFORE, in consideration of the mutual premises and covenants contained herein, the Manager and the Fund hereby agree as follows:

PART 1. DEFINITIONS; SCOPE

All capitalized terms used herein and not otherwise defined herein shall have the meaning set forth in the Information Memorandum or if none, as set forth in the operative documents or subscription materials pursuant to which the particular Security was issued by the Fund (the "Operative Documents"). The parties intend that the scope of this

Agreement be broad enough to cover all Securities issued by the Fund from time to time and that this Agreement be construed broadly in that regard.

PART 2. INVESTMENT MANAGEMENT SERVICES

- 2.1 Investment Program. Subject to the ultimate supervision of the Directors, and in accordance with the investment objectives, policies, guidelines and restrictions which are set forth in each Information Memorandum or Operative Documents or which are otherwise communicated to the Manager, the Manager shall develop, update and effect an overall investment strategy for the investment of the assets of the Fund as well as evaluate and select potential investments which are consistent with such strategy.
- 2.2 Authority of the Manager. The Manager shall have full discretion and authority, without obtaining the Fund's prior approval, to implement the Investment Objective and investment program set forth in the Information Memorandum or Operative Documents and to manage the investment and reinvestment of the assets of the Fund in such manner as the Manager considers appropriate, market the Securities and otherwise act in connection with the directions of the Fund. In furtherance of the foregoing, the Fund hereby designates and appoints the Manager with full power and authority and without the need for further approval of the Fund (except as may be required by applicable law) to carry out the following with respect to the assets of the Fund:
- (a) subject to compliance with any applicable regulatory requirements, to effect purchases and sales (including short sales) of securities and other transactions relating to the management of the assets of the Fund, at all times consistent with the investment strategy as set out in the Information Memorandum or any Operative Documents;
- (b) to make loans, whether secured or unsecured, to any entity (other than an affiliate of the Manager) of any kind and on such terms and conditions as the Manager deems appropriate;
- (c) to make all decisions relating to the manner, method and timing of investment transactions, and to select brokers and dealers (including affiliates of the Manager) for the execution, clearance and settlement of any transactions;
- (d) to trade on margin, to borrow from banks, brokers or other financial institutions and to pledge assets of the Fund in connection therewith;

[•] In accordance with Information Memorandum, the Fund is authorized to invest following what is commonly known as a "split strike conversion" strategy by employing the services of an NASD registered broker dealer with expertise in such strategy.

- (e) to direct prime brokers and custodians to deliver funds or securities for the purpose of effecting transactions, and to instruct such entities to exercise or abstain from exercising any privilege or right attaching to such assets; and
- (f) to make and execute, in the name and on behalf of the Fund, or in nominee accounts, all such documents (including, without limitation, customer agreements and other documents in connection with the establishment and maintenance of brokerage accounts) and to take all such other actions which the Manager considers necessary or advisable to carry out its investment management duties hereunder;
- (g) to enter into one or more consulting arrangements with one or more consultants, who may be affiliated with the Manager (and upon whom the Manager shall be entitled to rely) in order to hedge the currency risk between the Euro and the U.S. Dollar, including without limitation, to cause the Fund to be a counterparty in one or more FX agreements intended to hedge such risk.; and
- (h) to retain auditors consultants, experts and attorneys including such firms with whom the Manager (or any director of the Manager) is or may be affiliated, and
- (i) all other actions as may be necessary or appropriate to further the offering and the Investment Objective and investment program as set forth in the Information Memorandum and administrative matters in connection therewith.
- 2.3 Custody. Portfolio securities and other financial assets of the Fund shall be maintained at all times in the custody of one or more banks, prime brokers, trust companies, brokerage firms, investment advisers, brokers, dealers or other financial institutions as shall have been approved for that purpose by the Manager.
- 2.4 Investments for the Accounts of Others. It is understood that the Manager and its affiliates hereof may effect investment transactions for their own account and for the accounts of other customers, and the Fund further understands and agrees that nothing herein shall restrict the ability of the Manager and its affiliates from engaging in any such transactions notwithstanding the fact that the Fund may have or may take a position of any kind; provided, however, that the Manager or its affiliates shall not without the consent of the Fund cause the Fund to purchase any asset from or sell any asset to the Manager or any of its affiliates or any other person or entity for which the Manager or its affiliates is acting, unless such transaction involves (i) the purchase or sale of a security listed on a recognized securities exchange and such transaction is effected at current market prices or (ii) the purchase or sale of an interest or share of a privately placed investment vehicle and such transaction is effected at a price determined by an independent third party or by the Administrator of such investment vehicle.

When the Manager deems the purchase or sale of securities to be in the best interests of the Fund and of other clients, the Manager may aggregate the securities to be

purchased or sold. In such event, allocation of the securities purchased or sold, as well as expenses incurred in the transaction, shall be made in a manner which the Manager considers to be the most equitable, and if all such orders cannot be filled at the same price, the Manager may cause the Fund and the Manager's other clients to pay or receive the average of the prices at which such orders were filled. Similarly, if an order on behalf of more than one client cannot be fully executed under prevailing market conditions, the Manager may allocate the securities purchased or sold among the different clients on a basis which the Manager considers equitable.

- 2.5 Access to Information. The Manager shall retain, for a period of at least five (5) years, copies of any documents generated or received by the Manager in the ordinary course of business pertaining to the financial condition of the Fund's assets or to the compensation payable to the Manager. At the request of the Fund, the Manager shall afford to the Fund's independent auditors reasonable access to such documents during customary business hours and shall permit the Fund's auditors to make copies thereof or extracts therefrom at the expense of the Fund.
- 2.6 Delegation. The provisions of this Part 2 relating to investment management may be delegated to one or more persons or entities (including an affiliate of the Manager) pursuant to Section 4.8 hereof. It is expected that investment management functions described in subsections 2.2(a), 2.2(c) and 2.2(e) will be assigned and delegated to Bernard L. Madoff Investment Securities, a New York based NASD registered broker-dealer. Upon a proper delegation, the Manager shall be relieved of any responsibility for the acts or omissions of such delegate.

PART 3. PLACEMENT AND ADVISORY SERVICES

- 3.1 Provision of Placement Duties and Advisory Services. In accordance with the provisions of the Memorandum and Articles of Association of the Fund, as they may exist from time to time, and the Information Memorandum or Operative Documents, as the case may be, and under the ultimate supervision of the Directors, the Manager shall be responsible for performing (or procuring the performance of), and is hereby authorized and empowered to perform (or procure the performance of), all duties and functions necessary or appropriate in connection with the placement of the Securities outside of the United States and advising the Fund on general matters affecting its structure and operations, including from time to time advising the Directors concerning:
- (a) the suitability of the Fund's structure and operating procedures in light of the expectations of prospective investors;
- (b) steps which may be taken to enhance the marketability of the Fund's Securities and to improve investor relations;
 - (c) the identification and evaluation of candidates to serve as Directors;

- (e) general economic and financial developments in international securities and capital markets affecting the Fund's investment program.
- (f) in general, all aspects relating to Fund's administration, accounting, legal and operational matters.
- 3.2 Meetings of Directors. At the request of the Directors and subject to reasonable prior notice, the Manager, at its own expense, shall each endeavor to make one of its executive officers available to attend the meetings of the Directors to report on the Manager's activities and on other matters pertaining to its engagement.
- 3.3 Placement of the Securities. The Manager shall act as the placement agent for the Securities outside of the United States. The Manager shall use its best efforts to procure applications for the purchase of Securities by eligible investors, either directly or through securities dealers and other financial institutions selected by the Manager pursuant to Section 3.4 hereof (the "authorized dealers"). The Securities shall be offered at the subscription price and on the terms and conditions set forth herein and in the Information Memorandum or Operative Documents. All applicants shall be subject to acceptance by the Fund (it being understood that the Fund shall have the right to reject applications or to receive or accept on behalf of the Fund any funds or other property tendered as payment for the Securities.)

3.4 Authorized Dealers.

- (a) The Manager may appoint securities dealers and other financial institutions as authorized dealers to solicit applications to purchase the Securities, one or more of whom may be affiliates of the Manager. The Manager shall use reasonable efforts to ensure that any such authorized dealer shall conduct solicitation activities in accordance with all of the conditions, restrictions and limitations applicable to the Manager's direct placement activities as set forth in this Agreement.
- (b) Upon request, the Manager shall promptly furnish to the Fund a copy of any written agreement with any authorized dealer relating to the solicitation of applications for the Securities.

3.5 Offering Materials.

- (a) The Manager shall deliver, or arrange for the delivery by any authorized dealer selected by the Manager, to each person to whom the Securities are offered a copy of the Fund's most recently published Information Memorandum or Operative Documents for the respective Security.
- (b) If any form of offering materials (including any form of advertisement or other solicitation materials calculated to result in an expression of

interest in subscribing for the Securities) concerning the Fund or the Securities other than the Information Memorandum or Operative Documents is required or permitted to be given to any prospective investor under the laws of any jurisdiction in which the Securities are offered by or through the Manager, the Manager agrees that any such document (i) shall not contain any information concerning the Fund or the Securities which is inconsistent with the Information Memorandum or Operative Documents, and (ii) shall comply in all respects with the laws of the jurisdiction in which it is furnished.

(c) The Manager acknowledges and agrees that no person is authorized to make any representations, whether written or oral, concerning the Fund and the Securities which are inconsistent with the Information Memorandum and that all offers of the Securities shall be made in conformity with the terms and conditions set forth therein.

3.6 Certain Legal Restrictions.

- (a) None of the Securities shall be offered by the Manager or any authorized dealer to any person who is not reasonably believed by the Manager or the authorized dealer to be an Eligible Investor as set forth in each Information Memorandum or the Operative Documents. Furthermore, none of the Securities shall be offered or sold to any person to whom it would be illegal to offer or sell the Securities.
- (b) The Securities and the Fund have not been and will not be registered or qualified for offer and sale under the applicable laws of any jurisdiction governing the offer or sale of investment company Securities or other securities. Neither the Manager nor any authorized dealer shall (i) solicit any applications or otherwise extend any offers for the purchase of the Securities, or (ii) deliver (or have in their possession for the purpose of delivery) the Information Memorandum or Operative Documents or any other offering literature relating to the Fund or the Securities, to any person in any jurisdiction in which such solicitation or delivery would be unlawful. The Manager represents to the Fund that it has informed itself as to the applicable legal restrictions governing the offer and sale of the Securities under the laws of any jurisdiction in which it intends to place share applications and that based on the methods of placement contemplated by the Manager, the sale of the Securities by the Fund to any person in any such jurisdiction will not be in violation of any applicable laws by reason of the activities of the Manager. The Manager undertakes to comply with the foregoing representations in connection with its placement activities (including the appointment of any authorized dealers) during the term of this Agreement.
 - 3.7 *Delegation*. The provisions of this Part 3 may be delegated to one or more persons or entities (including an affiliate of the Manager) pursuant to Section 4.8 hereof.
 - 3.8 Consultants. The Manager is authorized to engage consultants and other advisors to assist them in connection with their duties hereunder. The Fund agrees to such an arrangement and will incur the reasonable expenses thereof.

PART 4. GENERAL PROVISIONS

The following general terms and conditions shall apply to the performance of the Manager's obligations as set forth in Parts 2 and 3 above:

4.1 Compensation.

- (a) <u>Management Fee</u>. The Manager shall be entitled to a fixed monthly asset based fee (the "Management Fee") with respect to any Securities as such fee is defined and described in the Information Memorandum or the Operative Documents.
- (b) <u>Administration Fee.</u> The Manager shall be entitled to a fixed monthly asset based fee (the "Administration Fee") with respect to any Securities as such fee is defined and described in the Information Memorandum or the Operative Documents.
- (c) <u>Performance Fees.</u> The Share class presently outstanding as of the date of this Agreement is without a performance fee arrangement. In the event that Securities are issued by the Fund with a performance fee or incentive fee attached, then the parties will deal with such fee by separate agreement.
- (d) Other Benefits. The Manager shall be entitled to receive other benefits (including redemption fees) that may be derived in connection with the issuance of Securities. ("Other Benefits")
- (e) Agents. The Fund may pay a fee to third parties that introduce investors to the Fund and enter into compensation arrangements with such third parties.
- (f) In the event that this Agreement is terminated, the Management Fee, the Administration Fee, any performance fee and Other Benefits will be computed as of such termination date.
- (g) The Fund acknowledges that if a performance fee is attached to a Security issued by the Fund, the performance fee may create an incentive for the Manager to make investments that are riskier or more or less speculative than would be the case in the absence of a fee based on the performance of such Security. In addition, the performance fee shall be based on unrealized, as well as realized, appreciation and depreciation of the investments relating to such Security of the Fund.

4.2 Expenses.

(a) Except as otherwise provided below, the Manager shall bear all of its own costs and expenses incurred in the performance of its services provided pursuant

to this Agreement as well as those attributable to the fees payable to delegates of and consultants to the Manager appointed pursuant to Sections 4.8 and 4.9 respectively.

- (b) The Manager shall be reimbursed for all fees, costs and expenses incurred in connection with the performance of any services required or permitted to be procured for the Fund by the Manager pursuant to this Agreement including, but not limited to, all expenses related to trading the assets of the Fund (i.e., interest on margin borrowing, custodial fees, brokerage commissions, bank service fees and interest on loan and debit balances).
- (c) Except as set forth above, the Fund shall bear all expenses incident to its organization, operations and business, including (i) brokerage commissions and charges on portfolio transactions, (ii) fees and charges of custodians and clearing agencies, (iii) interest and commitment fees on loans and debit balances, (iv) withholding taxes, transfer taxes and other governmental charges and duties, (v) fees of the Fund's legal advisors and independent auditors, (vi) Directors' fees and expenses, (vii) the costs of maintaining the Fund's registered office in the British Virgin Islands and elsewhere, and (viii) the costs of printing and distributing any offering documents, reports and notices to shareholders or prospective investors.
- 4.3 Scope of Liabilities. The Manager (and any officer or director of the Manager) shall not be liable to the Fund or its Security holders for any error of judgment or for any loss suffered by the Fund or its Security holders in connection with its services in the absence of gross negligence, willful default, fraud, or dishonesty in the performance or non-performance of their obligations or duties.

4.4 *Indemnification*.

(a) The Fund shall indemnify the Manager (which shall include solely for purposes of this Section 4.4, the Manager's directors, officers, employees, members and shareholders) and hold the Manager harmless from and against any expense (including without limitation legal fees and expenses), loss, liability or damage arising out of any claim asserted or threatened to be asserted in connection with the Manager serving or having served in good faith pursuant to this Agreement; provided, however, that the Manager shall not be entitled to any such indemnification with respect to any expense, loss, liability or damage which was caused by such Manager's own gross negligence, bad faith, breach of fiduciary duty, willful or reckless malfeasance or disregard of any of its obligations under this Agreement and such indemnification shall only be to the extent legally permissible under and by virtue of the laws of the jurisdiction in which Securities are offered or placed.

The indemnification provisions set forth in this Section shall not be construed as limiting in any way the provisions of Section 4.1(e).

- (b) The Manager shall indemnify the Fund against, and hold it harmless from, any expense, loss, liability or damage arising out of any claim asserted or threatened to be asserted by any third party as a consequence of any misstatement of any material fact or any other material misrepresentation concerning the Fund or the Securities by the Manager (other than any misstatement or misrepresentation contained in any document approved by the Fund).
- In the event that either party hereto is or becomes a party to any action or proceeding in respect of which it may be entitled to seek indemnification hereunder or under Section 4.1 (the "indemnitee") the indemnitee shall promptly notify the other party (the "indemnitor") thereof. The indemnitor shall be entitled to participate in any such suit or proceeding and, to the extent that it may wish, to assume the defense thereof with counsel reasonably satisfactory to the indemnitee. After notice of an election by the indemnitor so to assume the defense thereof, the indemnitor will not be liable to the indemnitee hereunder for any legal or other expenses subsequently incurred by the indemnitee in connection with the defense thereof other than reasonable costs of investigation or reasonable legal expenses incurred as a result of (i) potential conflicts of interest between the indemnitee and indemnitor or (ii) the protection of proprietary or privacy interests of other clients of the indemnitee. The indemnitor shall advance to the indemnitee the reasonable costs and expenses of investigating and/or defending such claim, subject to receiving a written undertaking from the indemnitee to repay such amounts if and to the extent of any subsequent determination by a court or other tribunal of competent jurisdiction that the indemnitee was not entitled to indemnification hereunder.
- (d) The indemnitor shall not be liable hereunder for any settlement of any action or claim effected without its prior written consent thereto.
- 4.5 Independent Contractor. For all purposes of this Agreement, the Manager shall be an independent contractor and shall not be deemed an employee or agent of the Fund; nor shall anything herein (notwithstanding Section 2.2 hereof) be construed as making the Fund a partner or co-venturer with the Manager or any of its affiliates.
- 4.6 Information Concerning Activities. The Manager shall provide to the Fund from time to time and on request, information regarding the activities (i) conducted by the Manager since the inception of this Agreement or since the most recent date on which the Manager provided information to the Fund regarding the activities of the Manager and (ii) proposed to be conducted by the Manager. The Manager shall furnish information concerning the Manager and any authorized dealers and concerning the activities undertaken by it for the Fund as the Fund may reasonably request.
- 4.7 Term. Termination and Renewal. The initial term of this Agreement commenced as of May 1, 2000 and shall continue until December 31, 2002. Thereafter, this Agreement will be automatically renewed for successive one-year periods, subject to termination as of December 31, 2002 or the close of any calendar month thereafter by

either party upon not less than one hundred twenty (120) days' prior written notice to the other party. In the event of termination, the provisions of Section 2.5 and Part 4 shall survive.

4.8 Delegation.

- (a) The Manager shall be authorized to delegate as appropriate, in its discretion, any of the duties or obligations imposed upon it hereunder to one or more other persons or entities, whether affiliated with or independent of the Manager.
- (b) In the event of any such delegation of duties or obligations hereunder pursuant to any agreement consented to in writing by the Fund, the Manager shall be relieved and discharged of its obligations to perform the services so delegated other than the continuing obligation (subject at all times to the standard of care set forth in Section 4.3 hereof) to take reasonable measures to ascertain the competence of the delegate to perform the services so delegated. Notwithstanding any other provision of this Agreement, following the Fund's consent to any such delegation agreement, the Manager shall not incur any liability hereunder to the Fund pursuant to Section 4.3 hereof for any acts or omissions of such delegate and shall remain entitled to indemnification as provided in Section 4.4 hereof.
- (c) Whenever the Fund's consent to delegation is requested by the Manager, such consent shall not be withheld without reasonable cause.
- (d) The Manager may arrange for compensation payable to any person or entity to which duties are delegated hereunder to be made directly from the Fund out of fees otherwise payable to the Manager.
- 4.9 Consultants. The Manager is authorized to engage, and are authorized to delegate the authority to engage, consultants and other advisors to assist it or its delegates in connection with its or their duties hereunder. The Fund agrees to such arrangements and will, upon prior agreement in writing, incur, or provide reimbursement for, the reasonable expenses thereof.
- 4.10 *Modification; Waiver*. Except as otherwise expressly provided herein, this Agreement shall not be amended, nor shall any provision of this Agreement be considered modified or waived, unless evidenced in writing and signed by the party to be charged with such amendment, waiver or modification.
- 4.11 *Notice*. Notices by one party to the other shall be made by facsimile, certified mail return receipt requested, or by recognized private courier (e.g., Federal Express, Airborne Express, etc.) at the usual business location of such other party.
- 4.12 Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, and in the case of

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an individual, his heirs and estate, but the rights and obligations hereunder shall not be assignable, transferable or delegable without the written consent of the other party hereto except as provided in Section 4.8 hereof and any attempted assignment, transfer or delegation thereof without such consent except as provided in Sections 2.6, 3.7 and 4.8 hereof shall be void.

- 4.13 Governing Law. This Agreement shall be governed by and construed in accordance with the substantive laws of Bermuda applicable to contracts made and entirely to be performed therein.
- 4.14 Counterparts. This Agreement may be signed in any number of counter-parts. Any single counterpart or a set of counterparts signed in either case by the parties hereto, shall constitute a full and original Agreement for all purposes.
- 4.15 No Third Party Beneficiaries. Except as otherwise expressly provided for herein, the provisions hereof are for the sole benefit of the parties hereto and their successors and assigns (heirs and estates, as the case may be) and shall not be construed as containing, and are not intended to confer, any rights remedies or other benefits on any other persons.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as a deed as of the day and year first above written.

$\begin{array}{ll} \textbf{Q2-01329-sgmb} & \textbf{D06} \ \textbf{Q23S-1} \ \textbf{FileHed201691414} \ \textbf{Ententeded201691414014514820} \ \textbf{Extrabled201691416014514820} \\ \textbf{P06} \ \textbf{1020612160146146014614620} \end{array}$

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as a deed as of the day and year first above written.

> KINGATE MANAGEMENT LIMITED (The Manager)

Acting By:

Title: Dracio

In the Presence of:

KINGATE EURO FUND LIMITED (The Fund)

Acting By:

Title: D. Recor

In the Presence of:

Witness

Exhibit F to the First Loigman Declaration, Dated 02/18/2014

Dated 23/4 2001

KINGATE MANAGEMENT LIMITED

-and-

FIM LIMITED

Consulting Services Agreement

-relating to-

Kingate Euro Fund, Ltd.

THIS CONSULTING SERVICES AGREEMENT is made this 7 day of 2001

BETWEEN:

- 1. **KINGATE MANAGEMENT LIMITED,** a limited company registered in Bermuda (under number EC-19184) and whose registered office is at 99 Front Street, Hamilton HM11, Bermuda (the "Manager");
- 2. **FIM LIMITED**, a limited company registered in England and Wales (under number 1536755) and whose registered office is at 62 Wilson Street, London EC2A 2BU ("FIM").

WHEREAS:

- (A) Kingate Euro Fund, Ltd. (the "Company") is open-end investment company organized as an international business company in the British Virgin Islands ("B.V.1.").
- (B) By a Management Agreement effective May 1, 2000 between the Company and the Manager (the "Management Agreement") the Company has appointed the Manager to provide it with investment management and other services in relation to the Company's assets and operations in accordance with the provisions of the Management Agreement.
- (C) Under the provisions of the Management Agreement the Manager is authorised to appoint delegates to assist it in the discharge of its function under the Management Agreement.
- (D) In connection therewith FIM has been providing consultancy and other services to the Manager since May 1, 2000.
- (E) The Manager now wishes to appoint FIM as a consultant to the Manager to provide it with consultancy and other services to assist in the day to day management of the Company's assets undertaken by the Manager under the Management Agreement.
- (F) FIM is regulated in the conduct of investment business in the United Kingdom by the Investment Management Regulatory Organisation Limited ("IMRO") or its successor(s) or replacement(s).

(G) This Agreement is in a form which complies with the Rules of IMRO on the basis that the Manager and the Company (which is an unregulated collective investment scheme) are Non-Private Customers (as defined in the IMRO Rules).

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Constructions

- (a) Save where the context otherwise requires, terms and expressions defined for the purposes of the Information Memorandum ("Information Memorandum") and the rules of IMRO shall have the same meaning when used in this Agreement.
- (b) "Information Memorandum" means the Information Memorandum of the Company dated I May 2000 relating to the Shares of the Company as the same may from time to time be amended or replaced. The term "Group Company" when used in this agreement means any company within the group comprising the Manager and any subsidiaries, holding companies and associated companies.
- (c) "IMRO" means the Investment Management Regulatory Organisation Limited or its successor(s) or replacement(s).
- (d) "Operative Documents" means any and all documents which may be issued by the Company in relation to the issue of securities (other than Shares) of the Company.
- (e) "Shares" means the Participating Common Shares of the Company.
- (f) References to any statute, statutory enactment, rules and regulations shall be references to such statutes, statutory instruments, rules or regulations as from time to time amended, re-enacted, replaced or substituted.

2. Appointment of Consultant

- 2.1 This Agreement shall be operative with effect on and from May 1, 2000 (the "Effective Date").
- 2.2 FIM hereby agrees with the Manager to act as a consultant to the Manager to provide such advice and recommendations as the Manager may from time to

time require in connection with its management of the Company's assets and in the implementation of the investment objectives and policies of the Company in accordance with the provisions of the Management Agreement. This Agreement waives FIM's formal duty of Best Execution as defined by the rules of IMRO.

- 2.3 In providing consulting services to the Manager pursuant to this Agreement, FIM shall at all times have due regard to the need to comply with the following requirements:-
 - (a) the investment objective, policy and powers of the Company as outlined in the Information Memorandum and Operative Documents;
 - (b) any investment or other restrictions for the time being contained in the Memorandum of Association of the Company or the Articles (each as amended from time to time) or in the Information Memorandum and Operative Documents;
 - (c) the provisions of the Management Agreement to which the Manager is subject in its provision of management services to the Company; and
 - (d) any other matter to which a prudent consultant should reasonably pay regard in the proper discharge of its duties.
- 2.4 The Manager undertakes to provide FIM with copies of the Information Memorandum, Memorandum of Association, Articles of Association, Operative Documents and the Management Agreement and all amendments from time to time made thereto, promptly upon any such amendments being made and to provide to FIM such information in the Manager's possession as FIM may reasonably request in relation to the Company or as the Manager may consider relevant to FIM in the discharge of its duties hereunder, including, without limitation:-
 - (a) details of the sums available for investment and the money required to meet redemptions or pay fees, dividends of expenses of the Company;
 - (b) any notices of meetings, reports, circulars and other communications received or made by the Manager in relation to the Company and the Company's investments;

- (c) any proposed changes to the investment objectives, policies and restrictions of the Company; and
- (d) details of any actions taken or not taken in relation to recommendations of FIM to the Company.

Without prejudice to its obligations under clause 2.3 above, FIM shall be entitled to rely on the authenticity and completeness of such documents.

2.5 FIM represents and warrants to the Manager that it is a limited company duly registered under the laws of England and Wales having all necessary regulatory and other consents including membership of IMRO or any successor organisation thereto, including the Financial Services Authority, and pursuant to the Investment Business Act 1998 of Bermuda to the extent FIM is carrying on investment business in or from within Bermuda by virtue of this Agreement or otherwise, and capacity to provide the services and discharge the duties of a consultant required of them under this Agreement.

3. Consulting and Other Services

Without prejudice to the generality of the provisions of clause 2 above, the consulting services and other services to be provided by FIM to the Manager under the terms of this Agreement shall include, without limitation:-

- (a) reviewing the Company's structure and operating procedures;
- (b) preparing such analyses and reports as the Manager and the Company may require, including such analyses and reports as may be required for use by the Manager;
- (c) providing the Manager with assistance and support on such matters relating to investors relations as may be required by the Manager and the Company;
- (d) liaising directly with the Manager on such matters relating to the Company's investment program as may be required to enable FIM to properly perform its duties hereunder;

- (e) providing the Manager with advice regarding the Company's hedging activities in order to reduce the currency risk between the Euro and the US Dollar and overseeing of the execution of its recommendation; and
- (e) in general, providing advice to and assisting the Manager on such aspects of the Company's operational, administrative, accounting and legal matters as may be required by the Manager and the Company.

4. Limitation on Authority

- 4.1 FIM, acting as a consultant, shall not have the power or authority to enter into any transaction on behalf of, or in any way to bind, the Manager or the Company.
- 4.2 In carrying out its duties hereunder, FIM shall comply with all instructions of the Manager in connection therewith. Such instructions may be given by letter, by fax, by e-mail or by telephone (and the Manager undertakes to confirm telephone instructions by fax, e-mail or in writing) by any director of the Manager or by any other person authorised by a resolution of the directors of the Manager (of which a copy, certified by any two such directors, shall have been supplied to FIM).
- 4.3 For the purposes of clause 4.2 and unless and until FIM shall receive written notice that any such person's authority has been revoked FIM may rely or act upon any instructions or communications which FIM believes, on reasonable grounds and in good faith, to have been given by or on behalf of any persons notified by the Manager from time to time in accordance with clause 4(b) as being authorised to instruct FIM.

5. Delegation and Use of Agents

FIM may not delegate or sub-contract any of its duties or services under this Agreement without the prior written consent of the Manager provided that, in the event such delegation or sub-contracting is so permitted, FIM shall be relieved of any responsibility for the acts or omissions of such delegates except in circumstances where FIM shall be shown to have assumed responsibility for such acts or omissions.

6. Client Money

FIM will not hold cash on behalf of the Company.

7. Custodial Services

FIM will not be responsible for the provision of any safe custody services in relation to the Company.

8. Valuations and Reports

FIM will provide such assistance, information and reports as the Manager and the Company's auditors may from time to time require in connection with the preparation of valuations in respect of the Company, the preparation by the Manager of periodic reports for submission to the Company and the provision of annual, semi-annual and other reports for the benefit of Shareholders or prospective Shareholders of the Company whether these are published by the Company or the Manager. FIM shall in addition provide such representative or representatives as the Manager may from time to time request to attend board meetings of the Company with the Manager and report to, and discuss with, the Directors of the Company the performance of the Company and other matters related to the management of the assets of the Company.

9. **Investments**

FIM may provide investment advice to the Manager with respect to investments in collective investment schemes within the meaning of Section 75 of the United Kingdom Financial Services Act 1986 ("FSA") which are or are not authorised or recognised under ss78, 86, 87, 88 FSA (whether or not FIM and/or its affiliates are concerned in the operation thereof) and Contingent Liability Transactions. Advice on Contingent Liability Transactions may extend to investments not traded on exchanges recognised under the FSA or designated by the United Kingdom Financial Services Authority. Advice may relate to transactions with counterparties or through intermediaries that do not owe a duty of Best Execution.

FIM may provide investment advice to the Manager subject to FIM having all necessary regulatory and other consents pursuant to the Investment Business Act 1998 of Bermuda to the extent FIM is carrying on investment business in or from within Bermuda by virtue of this Agreement or otherwise.

10. Potential Conflicts of Interest and Disclosures

FIM may be involved in other financial, investment or professional activities which may be similar to, or in competition with, its activities for the Manager with respect to the Company. FIM may effect transactions in which FIM, or its partners, officers, employees and directors, has, directly or indirectly, a material interest, which may involve a potential conflict with FIM's duty to the Manager and the Company. FIM shall disclose such conflicts, but shall not be under any obligation to account to the Manager or the Company for any profit, commission or remuneration earned or received in connection therewith. However, FIM shall at all times:-

- (a) Have due regard to its duties to the Manager and the Company and, where a conflict arises, use all reasonable endeavours to ensure it is resolved fairly; and
- (b) Where FIM acts as consultant to other ventures similar in nature to the Manager's and the Company's business, act fairly with respect to the Manager and the Company.

11. Fees and Expenses

Fees and expenses shall be as detailed in Schedule 1 to this Agreement, or as agreed from time to time between the parties.

12. Exclusivity

- 12.1 The appointment of FIM by the Manager hereunder shall not be deemed to be an exclusive appointment. FIM shall be free to render similar services to others as if FIM were not acting as consultant to the Manager under the terms hereof for so long as its services hereunder shall not be impaired thereby.
- 12.2While this Agreement is in force, and for as long as FIM acts as consultant to the Manager to advise it on the business of the Company, the Manager may not appoint another consultant to provide services similar to the services that FIM provides under the terms of this Agreement.

13. Liability

- 13.1In the absence of gross negligence, fraud or wilful default on the part of FIM, or failure to comply with instructions of the Manager pursuant to clause 4.2, its directors, officers, employees or agents, FIM shall not be liable to the Manager or the Company for any act or omission in the course of, or in connection with, the services rendered by it hereunder or for any decline in the value of the assets of the Company or any loss whatsoever that may result to the Company or the Manager.
- 13.2The Manager agrees to keep FIM, its partners, officers, employees and directors indemnified from and against all claims, costs, charges, liabilities and expenses incurred by them directly or indirectly from any act or omission in the course of or in connection with the services provided by FIM hereunder ("Claims and/or Liabilities") provided that such indemnity shall not apply to the extent that any such Claim and/or Liability is due to the failure to comply with instructions of the Manager pursuant to clause 4.2 or the fraud, wilful default or gross negligence of FIM, its partners, officers, employees, directors or agents.

14. Termination

- 14.1 This Agreement and the appointment of FIM hereunder shall continue until 31 December 2002. Thereafter, this Agreement shall be automatically renewed for successive one year periods, subject to termination as of the close of each calendar month by either the Manager or FIM giving to the other party not less than six months' written notice (or such shorter notice as the parties may agree to accept).
- 14.2Without prejudice to the accrued rights and provisions intended to survive termination, this Agreement may be terminated forthwith by written notice given by the Manager or FIM to the other party if:-
 - (a) the other party shall commit any material breach of its obligations under this Agreement and shall fail to make good such breach within thirty days after receipt of notice from the other party requiring it so to do;

- (b) the other party becomes insolvent or goes into liquidation (except a voluntary liquidation for the purposes of a reconstruction, amalgamation or merger upon terms previously approved in writing by the other party, such consent not to be unreasonably withheld or delayed) or if a receiver or administrator is appointed over all or any of its assets;
- (c) the Manager shall cease to be the manager of the Company; and
- (d) FIM shall cease to be authorised by IMRO to provide its services under the terms of this Agreement.
- 14.3 Upon termination of this Agreement, FIM shall deliver to the Manager or to such other person or corporation as the Manager shall in writing direct, all books of account, correspondence and records or other documents which are in its power and/or possession, belonging to or relating to the Company.
- 14.4On termination of this Agreement FIM shall be entitled to payment of its fees and expenses as referred to in clause 11 pro rata to the date of the termination and any additional expenses necessarily realised in settling or concluding outstanding obligations.
- 14.5Termination of this Agreement shall operate without prejudice to any rights which either party may have against the other in relation to any antecedent breach by the other of any provision of this Agreement.
- 14.6In the event of termination of this Agreement, all pending trades and transactions shall be settled in the ordinary course and consistent with existing trade practices.

15. Confidentiality

Each party shall at all times keep confidential, confidential information acquired in consequence of its services under this Agreement except information which it is bound to disclose under compulsion of law or compulsion of regulatory agencies to whose jurisdiction it is subject. This clause shall survive the termination of this Agreement.

16. Notices

Any instructions, notices, demands, acknowledgements or requests to be given by either of the parties hereunder shall, subject to any express provision of this Agreement, be given in writing in the English language (and may be delivered in person or sent by fax, e-mail or recorded delivery post) to the other party at the following address or any address subsequently notified by the relevant party to the other:-

To FIM:

FIM Limited

25-28 Old Burlington Street

London W1X 1LB Attention: Carlo Grosso Fax: (+ 44 20) 7494 1981

To the Manager:

Kingate Management Limited

99 Front Street Hamilton HM11

Bermuda

Attention: Christopher Wetherhill

Fax: (+ 1 441) 296 6775

Notice given in person shall be effective when delivered. Notice given by fax or e-mail shall be deemed to have been given contemporaneously unless delivered outside normal business hours in which case it shall be deemed to have been received at the next time after delivery when normal business hours commence. Notice given by recorded delivery shall be deemed to have been given seventy-two hours after posting. Evidence that the notice was properly addressed and sent by recorded delivery shall be conclusive evidence of posting.

Exhibit G to the First Loigman Declaration, Dated 02/18/2014

Deed of Novation

between

Kingate Management Limited as the Continuing Party

FIM Limited as the Outgoing Party

and

FIM Advisers LLP as the Incoming Party

relating to

the assumption of obligations and benefits by FIM Advisers LLP of a consulting services agreement relating to Kingate Euro, Ltd

CONTENTS

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3.	Confirmation of terms	2
4.	Limitation Periods	2
5.	Governing Law	. 2

THIS DEED OF NOVATION is dated

29th July 2005 and made

BETWEEN:

- (1) KINGATE MANAGEMENT LIMITED, (the "Continuing Party"), a limited liability company incorporated in Bermuda and having its registered office at 99 Front Street, Hamilton HM 11, Bermuda; and
- (2) <u>FIM LIMITED</u>, (the "<u>Outgoing Party</u>"), a limited liability company registered in England and Wales and having its registered office at 20 St James's Street, London, SW1A 1ES, England; and
- (3) FIM ADVISERS LLP, (the "Incoming Party"), a limited liability partnership registered in England and Wales and having its registered office at 20 St James's Street, London, SW1A 1ES, England.

Background:

- (A) This Agreement is supplemental to the Original Agreement.
- (B) The parties hereto have agreed that with effect from the effective date the Outgoing Party shall cease to be a party to the Original Agreement and that the Incoming Party shall become a party thereto in place of the Outgoing Party and accordingly the Outgoing Party shall be released and discharged from the Original Agreement upon the terms and to the extent set out in this Agreement.

THE PARTIES AGREE THAT:

1. <u>Interpretation</u>

In this Agreement:

"Original Agreement" means the Consulting Services Agreement dated 23rd April 2001 (as amended on June 7th 2001) made between the Continuing Party and the Outgoing Party.

"Effective Date" means 1st August 2005.

2. Novation

2.1 Substitution of parties

- (A) The Incoming Party hereby undertakes to the Continuing Party to perform the Original Agreement and be bound by the terms thereof in every way as if the Incoming Party was, with effect from the Effective Date, a party to the Original Agreement in place of the Outgoing Party.
- (B) The Continuing Party hereby releases and discharges the Outgoing Party from all obligations and liabilities of the Outgoing Party under the Original Agreement becoming due to be performed or satisfied on or after the Effective Date and all claims and demands whatsoever in respect thereof and accepts the performance thereof by the Incoming Party in place of performance by the Outgoing Party and hereby undertakes to the Incoming Party, with effect from the Effective Date, to

perform the Original Agreement and be bound by the terms thereof in every way as if the Incoming Party was a party to the Original Agreement in place of the Outgoing Party.

2.2 Surviving obligations

The Incoming Party shall be liable to the Continuing Party in respect of the respective obligations and liabilities of the Outgoing Party under the Original Agreement becoming due to be performed or satisfied prior to the Effective Date and all claims and demands in respect thereof in all respects as if this Agreement had not been made and the Incoming Party was a party to the Original Agreement in place of the Outgoing Party.

3. Confirmation of terms

The Continuing Party and the Incoming Party hereby confirm the terms of the Original Agreement with the exception only of the substitution of parties hereby effected.

4. <u>Limitation Periods</u>

Nothing in this Agreement shall have the effect of extending any limitation period set out in, or applicable to, the Original Agreement and nothing in this Agreement shall operate to enable any claims to be brought against the Incoming Party whether in tort, contract or otherwise which, but for this Agreement, would be statute barred if made against the Outgoing Party.

5. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of England and the parties hereto hereby submit to the non-exclusive jurisdiction of the English Courts.

IN WITNESS whereof this Deed of Novation has been executed as a deed by the parties hereto the day and year first above written.

EXECUTED AS A DEED by KINGATE MANAGEMENT LIMITED acting by:

Director

EXECUTED AS A DEED by FIM LIMITED acting by:

Director

EXECUTED AS A DEED by FIM ADVISERS LLP acting by:

Member

Exhibit H to the First Loigman Declaration, Dated 02/18/2014

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From: Robert Loigman

Sent: Thursday, February 25, 2010 1:56 PM

To: 'Chockley, Frederick W.'; 'Hirschfield, Marc E.'
Cc: Robert Dakis; Joseph Hammond; Sarah Rubin

Subject: BLMIS -- Kingate

Attachments: PWC.PDF; FIM.PDF; KML - ownership.pdf; KML - provision of information □ imaging.pdf

Fritz and Marc: Further to our discussion of late last week, I attach a few of the recent letters that the Joint Liquidators of the Kingate Funds and their representatives have sent to PWC, KML, and FIM. As we've discussed, the JLs are actively seeking information from all three of these parties.

Please let us know if you will be providing us with a copy of the trustee's application in the UK to obtain documents from FIM.

Regards, Bob

Robert S. Loigman • Partner

Quinn Emanuel Urquhart Oliver & Hedges, LLP

51 Madison Avenue, 22nd Floor

New York, NY 10010 Direct: (212) 849-7444 Main Phone: (212) 849-7000 Main Fax: (212) 849-7100

E-mail: robertloigman quinnemanuel.com

Web: www.quinnemanuel.com

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INTERNATIONAL LAWYERS



MERCURY HOUSE, FOURTH FLOOR 101 FRONT STREET HAMILTON HM12, BERMUDA

www.sedgwick-chudleigh.com 441.296.9276 phone 441.296.9277 fax

Friday, January 29, 2010

Appleby Global, Canon's Court, 22 Victoria street, Hamilton, HM EX Bermuda

Attn: Ms K. Bell

By E-Mail

Dear Sirs,

Kingate Euro Fund Limited (in liquidation) and Kingate Global Fund Limited (in liquidation) (the 'Funds')

We refer to your letter to Mr John McKenna dated 14 December 2009. It will not surprise you to learn that we completely disagree with what you say about the winding up orders made by the Bermuda Court and the standing of the Liquidators appointed under them.

The position your clients take leads ours to conclude that yours will do everything they can to avoid having to make the disclosures to our clients that they have asked for. The Liquidators are in the course or preparing an application to the Court. We write today to inform you that our clients have issued (but do not intend yet to serve) a writ against your clients in respect of their 2003 audits of the Funds. They have been constrained to do so largely because of your clients' failure to co-operate with them as noted above; they were put in the position of having to issue in order not to fall foul of a limitation bar.

Accordingly, this writ is entirely protective in nature, at this stage, and we emphasise that our clients have taken no decision to pursue any claims against your clients. Instead, they are engaged in a fact-gathering process in order to try to determine whether or not they or the Funds should pursue any causes of action against your clients and others, and in the meantime have issued this writ in order that the Funds, their creditors and members should not be prejudiced by the passing of a limitation deadline.

Yours faithfully,

SEDGWICK CHUDLEIGH

Sedgwick (hudleigh

By: Cameron Hill

Sedgwick Chudleigh is an independent law firm under the Bermuda Bar Act 1974 Associated with Sedgwick, Detert, Moran & Arnold LLP, www.sdma.com



25 November 2009

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Mr D Dwyer Wakefield Quin P.O. Box HM809 Hamilton, HMZX Bermuda

Dear Dennis

Kingate Global Fund Limited and Kingate Euro Fund Limited - both in Liquidation (the "Funds")

Your client: Kingate Management Limited ("KML")

Thank you for your long letter of 23 November 2009. I have also received Katie Richard's email of 24 November 2009.

I do not propose to respond at similar length but merely to observe that it is common ground that the process of segregating documents we previously identified has failed for reasons associated with the volume and quantum of data not being as had been understood and expected by me on the basis of information I had received. I think it best to leave it there; there is no point in re-rehearsing the arguments.

It is now clear from your letter and the email in response to my letter of 17 November, that you have embarked upon a process of production and segregation over which I have no visibility. You have advised that a Mr. Garry Pate of Capsicum Group, LLC, of whom I know nothing, has undertaken the work but you have not explained the criteria provided for the segregation of data nor the methodology adopted. Nonetheless, you have advised me that data is available and I will, as requested, arrange for it to be collected by a representative of Sedgwick Chudleigh and I will review it. Meanwhile please explain precisely how this material has been created. Without pre-judging matters, I must inform you that, unless I am satisfied with the material and processes and methodology employed in extracting it, I will not hesitate to make an application to the Court.

I have now agreed the charges of Kroll Ontrack at a discount from sums requested by them three or four weeks ago. I should forward to KML an invoice in respect of its contribution to the cost as we had previously agreed.

Yours sincerely
W R Tacon
Joint Liquidator

www.sedgwick-chudleigh com 441.296.9276 phone 441.296.9277 fax



16 February 2010

Hamilton Nominees Limited 2 Reid Street Hamilton HM 11 Bermuda

mark.chudleigh@sedgwick-chudleigh.com

Dear Sirs,

Re: Kingate Management Limited ("KML")

We act on behalf of the Joint Liquidators who have been appointed by order of the Bermuda Supreme Court in respect of Kingate Global Fund Ltd. and Kingate Euro Fund Ltd. ("the Funds"). Throughout the period of their operations, the Funds engaged KML to provide various services, including, but not limited to, management services and acting as investment manager.

As part of their ongoing investigations the Joint Liquidators wish to ascertain the identity of the beneficial owners of KML. The Joint Liquidators have obtained a copy of the company's Register of Members from the Bermuda Registrar of Companies. The Register merely indicates that its shares were held from 24 February 1994 to 5 March 2001 through Hemisphere Holdings Limited and then from 5 March 2001 to present through Hamilton Nominees Limited. The Joint Liquidators need to establish the identity of KML's ultimate beneficial ownership as part of their enquiries into the activities of the Funds.

We have been instructed by the Joint Liquidators to request from you full details of KML's ownership, from the date of its incorporation to present. We would be grateful for any information that you are able to provide in this regard.

Although the Joint Liquidators hope that you will provide this information voluntarily and thereby save costs, we must point out that they are possessed of powers to compel the production of the same by virtue of the provisions available to them under s195 of the Bermuda Companies Act 1981. The Joint Liquidators will not hesitate to use those powers should your voluntary assistance not be forthcoming.

Page 2

We look forward to hearing from you by no later than by the close of business on 24 February 2010, failing which we are instructed to commence the procedure for making an application under s195.

Should you have any question, please contact the under-signed.

Yours faithfully,

SEDGWICK CHUDLEIGH

By: / Mark Chudleigh

Zolfo Cooper

15 December 2009

FIM Limited Buchanan House 3 St James's Square London SW1Y 4JU

By email pniel@fim-group.com

P.O. Box 4571 2nd Floor, Palm Grove House Wickhams Cay, Road Town Tortola British Virgin Islands VG1110 t: +1 284 494 9600 f: +1 284 494 9601 www.zolfocooper.com

For the attention of Philip Niel

Dear Sirs

Kingate Global Fund, Ltd. and Kingate Euro Fund, Ltd - in Liquidation (the "Funds")

Thank you for your letter of 4 December 2009. Please arrange for copies of the documents I have requested to be delivered to my office in London at 10 Fleet Place, London, EC4M 7RB for the attention of Nick Edwards. Mr. Edwards may be contacted on 020 7332 5141 or at NEdwards@zolfocooper.eu.

As I am sure you are well aware, I am attempting to construct a picture of the formation and activities of the Funds of which I am liquidator, conducted through its directors and its other agents and sub-agents, in order to carry out my statutory duties. I consider that I require the information requested from you for this purpose.

I consider that I am entitled to this information by virtue of s.282 of the BVI Insolvency Act 2003, which provides that a person who was involved in the promotion or formation of the company in question may be required by an office holder to provide him with such information concerning the company, including its business, dealings and affairs, as he may reasonably require.

FIM Advisers LLP confirmed in their letter of 19 October 2009 that FIM Limited established the Funds, and you would therefore appear to fall within the category of persons whom I may require to provide this information.

You will no doubt have been advised that the BVI is one of the territories designated for the purposes of s.426 of the UK Insolvency Act 1986 under which assistance may be sought from the English Court by courts exercising an insolvency jurisdiction, and that in granting such assistance the English Court may apply the insolvency law of either court.



I should also mention for the sake of completeness that I am also, of course, in a position to constitute myself a "foreign representative" under the UK Cross-Border Insolvency Regulations 2006 and thus ask the English Court to provide me the powers available under s.236 of the UK Insolvency Act, including that to apply to the Court to summon any person who the Court thinks capable of giving information concerning the promotion, formation, business, dealing, and affairs or property of the company. There can be little doubt that you fall within this category as well.

I trust that the above explanation is sufficient and that you will now address the questions raised in my letter of 23 November 2009. Should a satisfactory response not be forthcoming then I will take steps to invoke the assistance of whichever Court is most convenient.

Yours faithfully

W R Tacon

Joint Liquidator

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Zolfo Cooper 10 Fleet Place London EC4M 7RB FIM Advisers LLP Buchanan House 3 St. James's Square London SW1Y 4JU

T (+44 20) 7389 8900 F (+44 20) 7389 8911 E main@fim-group.com www.fim-group.com

For the attention of: Nick Edwards

22 December 2009

By courier

Dear Sirs

Kingate Global Fund, Ltd. and Kingate Euro Fund, Ltd. - in liquidation

We refer to our recent correspondence with Mr Tacon of your firm's office in the British Virgin Islands.

Further to Mr Tacon's letter to us dated 15 December 2009 confirming to which address certain documents should be sent, we enclose copies of the documents that Mr Tacon requested in his letter dated 24 November 2009.

Please confirm safe receipt to Philip Niel of this office (pniel@fim-group.com).

Yours faithfully,

FIM Advises LLP

FIM Advisers LLP

Exhibit I to the First Loigman Declaration, Dated 02/18/2014

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From: Robert Dakis

Sent: Friday, March 12, 2010 3:51 PM

To: Chockley, Frederick W.; Hirschfield, Marc E. **Cc:** Robert Loigman; Joseph Hammond; Sarah Rubin

Subject: BLMIS -- Kingate

Attachments: 100226 Letter to WQ.PDF; 100226 Letter to FIM.PDF

Fritz,

As discussed on today's call, attached hereto is recent correspondence between the Joint Liquidators and counsel to KML and FIM regarding the Joint Liquidators' document requests.

Best,

Robert

Robert K. Dakis

Quinn Emanuel Urquhart □Sullivan, LLP 51 Madison Avenue, 22nd Floor New York, NY 10010

Direct: (212) 849-7447 Main Phone: (212) 849-7000 Main Fax: (212) 849-7100

E-mail: robertdakis quinnemanuel.com

Web: www.quinnemanuel.com

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26 February 2010

By email: <u>DDwyer@wq.bm</u>

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Dear Dennis

Kingate Global Fund, Limited and Kingate Euro Fund, Limited - in Liquidation (the "Companies")

I refer to your letter of 25 January and our previous correspondence.

I will not in this letter rehearse my complaints about KML's desultory response to date to my requests for the handing over and production of documents, but I do wish to put you on notice of certain matters and also to revert to a suggestion made in your letter of 19 January 2010.

- 1. As this point has not been made clear in your letters informing me how KML's document production (according to the program unilaterally undertaken by it, about which I will be writing separately) is progressing, I want to make it clear that I am expecting to receive documents in two broad categories, namely (i) those to which I am entitled as constituting part of the Companies' own books and records; and (ii) documents belonging to KML but relating to the Companies. KML undoubtedly has documents in the first category (for example, communications made and received in the name of one or other of the Companies, or by Chris Wetherhill as director of one or other of them, or by KML or Mr Wetherhill as their agent), and of course it has its own.
- 2. The distinction is one of importance, since I consider the liquidators entitled as of right to receive documents in the first category, as property of the Companies. Documents of KML will be produced by KML in response to requests from the Liquidators otherwise compellable under s.195 of the Companies Act. The first category will include any privileged documents, since the privilege is that of the Companies; whereas of course KML may assert privilege to privileged documents in the second category.
- 3. Please confirm that my expectation will be met.
- 4. It is also important because I have now been waiting some 9 months for documents that form part of the books and records of the Companies, and the lack of them has been and continues to be a cause of serious possible prejudice to the conduct of these liquidations and the expectations and rights of the Companies' creditors and members. In your letter of 19 January, you wrote that completion of the review of the 100,000 emails "will probably not be until mid to late March". In light of the history, I am unable to allow this to continue beyond mid-March, and so I also write to let you know that I am treating 15 March 2010 as a deadline beyond which I am not prepared to see this go. It will not be a convincing reason for delay beyond that date to say that KML (or your firm for that matter) has insufficient resources to work any faster: As you know, KML received literally hundreds of millions of dollars in fees from the two Companies; if it does not have enough funds for this duty to be

- performed at a more reasonable speed, no doubt its owners can put some of that money back so that it can. Beyond this deadline we will be in court.
- 5. Turning to the suggestion in your letter of 19 January, this was to transmit material on an interval basis. I wish to accept that offer, so shall be grateful if you would kindly make arrangements to produce now to Mark Chudleigh what has been reviewed up to today's date, and between now and 15 March to produce the balance at weekly intervals as from today.

I look forward to hearing from you.

Yours sincerely

W R Tacon

Joint Liquidator

26 February 2010

FIM Advisors LLP Buchanan House 3 St James's Square London SW1Y 4JU

By email pniel@fim-group.com

For the attention of Philip Niel

Dear Sirs

P.O. Box 4571
2nd Floor, Palm Grove House
Wickhams Cay, Road Town
Tortola
British Virgin Islands VG1110
t: +1 284 494 9600
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Kingate Global Fund, Ltd. and Kingate Euro Fund, Ltd - in Liquidation (the "Funds")

I refer to your letter of 4 January 2010.

- 1. May I take it please that, just as on occasions (such as in your letter under reply) you answer letters addressed to FIM Limited, when I address questions to and make requests of you FIM Advisers LLP you will respond on behalf of yourselves and also FIM Limited?
- 2. When I use the word 'FIM' in isolation in this letter I refer to you and/or FIM Limited.
- 3. We take it that the reference in the second paragraph of your letter of 4 January to a bullet point question under the heading 'KML' is a reference to my letter to FIM Limited dated 24 November 2009. Assuming that is correct,
 - 3.1 Would you please answer the first bullet point question, viz., "In what way and by what steps did FIM establish Kingate Global? Were the founder shares issued to FIM Limited, or any other persons connected with FIM Limited? If not, how did FIM Limited establish Kingate Global, and what was its connection?" You acknowledge that this question relates to the Funds.
 - 3.2 It is true that other questions under that heading relate to KML and FIM, but they also relate to the Funds, as I believe you are well aware.
 - 3.3 As stated at the start of that heading, FIM 'established' Kingate Global. As the question in 3.1 above indicates, I do not know the answer to it, so nor do I know what (if any) FIM's role was in the subsequent establishment of Kingate Euro Fund Limited, (although I am generally aware of the commercial reasoning behind its establishment) and I would like to know that too.
 - 3.4 KML was the 'manager' of the Funds. The relationship between the Funds and KML was not merely contractual: there was a common director, Mr. Wetherhill and under BVI legislation, any fund must have a manager. But since almost everything the Fund did was delegated to KML almost all the questions I or any other outsider has about the Funds lead to KML. As I know that you are perfectly well aware of this, the implication in your letter that questions I have asked you about KML do not also

relate to the Funds is remarkable. To reinforce this I should mention that in June 2009 Mr. Wetherhill told me that the only business of KML was to manage the Funds. In these circumstances, every question I ask you about KML relates to the Funds.

Ze Zolfo Cooper

- 3.5 KML, on behalf of the Funds, contracted with FIM. FIM was paid fees for the consultancy services it provided to the Funds. The Funds invested all their assets in BLMIS. FIM's principals were in regular personal contact with Mr. Madoff. Mr. Madoff perpetrated one of the largest and most serious frauds of recent times, one consequence of which is that the Funds lost all but a tiny fraction of their property. Enormous fees - hundreds of millions of dollars - were paid by the Funds to KML, for doing what amounted to very little. I have every reason to believe that KML distributed its vast profits to its owners. KML's registered shareholders are professed nominees. Mr. Wetherhill, albeit a director of KML, tells me that he does not know who its beneficial owners are. FIM was in regular close contact and communication with Mr. Wetherhill, even in relation to arranging visits by the Funds' auditors to BLMIS and Mr. Madoff in New York. I should add that KML has been particularly uncooperative with me in producing documents of and relating to the Funds, including the Funds own documents, held on KML's computer servers. I believe that FIM can elucidate the true relationships between the Funds, their manager, their manager's and the Funds' consultant, ownership of the Funds' manager (which received substantial fees from the Funds) and the ultimate destinations and recipients of those sums. Such information is of importance to me in carrying out my investigations into the businesses of the Funds. The questions under the heading you refer to do indeed relate to FIM, but they also relate to the Funds, which is why I have asked you to answer them.
- I appreciate your concern that the answer to one question may lead to another. Unfortunately, that is frequently a feature of enquiries liquidators have to make; it is usually not possible to ask all relevant questions at once. Accordingly, I cannot give you the confirmation you request in your final paragraph. I have tried to limit questions and requests for documents to those I have considered to be most important and at the same time minimising inconvenience to you, rather than, for example, asking you to produce all documents in your possession or power 'relating to' the Funds. I am disappointed you do not appear to recognise my approach to be constructive, targeted and pragmatic.
- 3.7 The enormity of the fraud carried out by Mr. Madoff will certainly not have been lost on you or your advisers. The Funds lost billions of dollars in purported investments analysed by FIM in its regular reports to KML for the benefit of the Funds. FIM's role in the Funds' structures currently leaves a great deal to be explained. I have little doubt that any court that I ask to assist me in getting to the bottom of these matters by examining FIM's officers and producing the documents I have so far asked for, and more, will readily do so.

I look forward to your co-operation. If you do not provide it by answering the questions I have asked you, by 5 March 2010, I will immediately move to apply for the assistance of the English Court.

If you have any questions with regard to this letter, kindly contact Mr. Richardson.

Yours faithfully

W R Tacon Joint Liquidator

Exhibit J to the First Loigman Declaration, Dated 02/18/2014

92-01329-56119 Dec 29-36-1 Filler ob 26/92/44 EFREE of 26/92/446:4:30 EFREE of 216

From: Robert Loigman

Sent: Thursday, July 15, 2010 7:18 PM

To: Hirschfield, Marc E.; Chockley, Frederick W. Cc: Robert Dakis; Joseph Hammond; Sarah Rubin

Subject: BLMIS Kingate -- Draft Tracing Summary (Confidential)

Attachments: CONFIDENTIAL Draft Tracing Analysis.pdf

WITHOUT PREJUDICE CONFIDENTIAL MATERIALS

Marc and Fritz: When we spoke on Wednesday, I explained that Zolfo Cooper had put together a draft "tracing" summary of payments to KML. The draft, as I explained, is incomplete because it does not account for certain payments to KML. Specifically, the summary addresses management fees that were paid to KML between 2002 and 2008. It does not include, however, (a) administration fees relating to FOREX (for Kingate Euro), and (b) redemption fees or load fees (for Kingate Euro and Global). While the management fees – i.e., those included in the summary – are the bulk of all fees paid by the Funds to KML, we will not know the complete effect of adding the other fees until the analysis is redone. We do not expect that these smaller amounts will have a material effect on the results of the draft tracing.

The draft summary shows, for each year, the payments to KML, and how much of those payment came from subscription monies (i.e., monies never paid into BLMIS), and how much came from funds withdrawn by the Funds from their BLMIS accounts.

As you'll understand, this is a draft document that is subject to change, and which will necessarily be revised as the JLs undertake the tracing analysis with more information. We are providing the document to you without prejudice and subject to our agreed confidentiality provisions.

Please let us know if you have any questions.

Regards, Bob

Robert S. Loigman • Partner

Quinn Emanuel Urquhart & Sullivan, LLP

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Kingate Global Limited

Analysis of source of payments to KML

Year	Total paid to KML per BoB statements	Paid from BLMIS monies	Paid from Subscription monies	Amounts paid to KML per audited accounts	Note
2002	2,251,060	0	2,251,060		1
2003	28,259,375	0	28,259,375	28,495,194	
2004	31,371,662	0	31,371,662	31,665,162	
2005	33,999,239	2,827,903	31,171,336	34,017,453	
2006	34,118,556	9,636,800	24,481,756	34,408,746	
2007	38,474,353	0	38,474,353	38,783,479	
2008	38,048,952	6,859,089	31,189,864	34,658,202	2
Total	206,523,197	19,323,792	187,199,406	202,028,236	
Percentage		9.36□	90.64□		

This is only December of 2002
 No audited accounts prepared, amount is therefore per KML ledgers

Exhibit K to the First Loigman Declaration, Dated 02/18/2014

From: Robert Dakis

Sent: Friday, November 12, 2010 4:12 PM

To: Chockley, Frederick W.; Hirschfield, Marc E.; Burke, John

Cc: Robert Loigman; Joseph Hammond; Sarah Rubin

Subject: Kingate -- Tracing Analysis

Attachments: 101110 Note to accompany Tracing Analysis.pdf; 101110 Tracing Analysis.xls

Attached please find the tracing analysis and accompanying cover note.

Best,

Robert

Robert K. Dakis

Quinn Emanuel Urguhart

Sullivan, LLP

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KGF & KEF - Notes on Tracing Exercise

- 1.1 The analysis was undertaken to identify the source of payments made by the Funds to investors (redemptions), and KML (remuneration), to determine what amounts had been paid to these parties from BLMIS sourced monies and what amount had been paid using non-BLMIS sourced monies (receipts from investors).
- 1.2 The analysis was undertaken for the period 6 years prior to the bankruptcy of BLMIS, from 11 December 2002 11 December 2008.
- 1.3 The analysis has been conducted on a first in first out basis ("FIFO"). Payments made by the Funds were allocated against the monies available in the Funds' accounts in the order in which the monies were received.
- 1.4 There are no definitive results for the analysis. Instead, the assumptions that have had to be made in order to complete the analysis, which are further detailed in this note, have led to a range of possibilities. The lower ends and higher ends of each range of possibilities is given below, the 'true' result will fall between these figures. An explanation of these ranges and the 2 scenarios noted for KEF can be found in paragraphs 1.20 to 1.24. Tables setting out the findings are below:

Results

KGF

	Payments made to KML					
	From BLMIS s	ourced monies	From non-BLMIS sourced monies			
	Amount US\$	%	Amount US\$	%		
Lower end	9,443,419	4.53%	199,069,884	95.47%		
Upper end	26,813,135	12.86%	181,700,168	87.14%		

	Payments made to Redeemers						
	From BLMIS so	ourced monies	From non-BLMIS	sourced monies			
	Amount US\$	%	Amount US\$	%			
Lower end	201,735,327	7.19%	2,604,110,632	92.18%			
Upper end	301,735,327	10.75%	2,504,110,632	89.25%			

KEF

	Payments made to KML							
		Scena	ario 1	Scenario 2				
	From BLMIS sourced From non-BLMIS monies sourced monies			From BLMIS sourced monies		From non-BLMIS sourced monies		
	Amount €	%	Amount €	%	Amount €	%	Amount €	%
Lower end	2,662,241	5.36%	47,049,678	94.64%	29,864,891	60.08%	19,847,028	39.92%
Upper end	7,185,805	14.45%	42,526,114	85.55%	34,388,455	69.18%	15,323,464	30.82%

	Payments made to Redeemers							
		Scena	ario 1			Scena	ario 2	
	From BLMIS sourced From non-BLMIS monies sourced monies		From BLMIS sourced monies		From non-BLMIS sourced monies			
	Amount €	%	Amount €	%	Amount €	%	Amount €	%
Lower end	79,936,883	13.44%	515,007,028	86.56%	107,139,533	18.01%	487,804,378	81.99%
Upper end	156,036,166	26.23%	438,907,745	73.77%	183,238,816	30.80%	411,705,095	69.20%

Methodology

- 1.5 The analysis was undertaken on all the Funds' bank accounts that were used to receive monies from or pay monies to investors and BLMIS, all of which were held at the Bank of Bermuda, (as further detailed in paragraphs 1.13 to 1.14 below) and involved tracing the source of receipts into these accounts to determine what amounts had been paid to these parties from BLMIS sourced monies and what amounts had been paid using non-BLMIS sourced monies, i.e. receipts from investors.
- 1.6 Payments made by the Funds were allocated against the monies available in the Funds' accounts in the order in which the monies were received. This has been a manual exercise, it could not be undertaken using formulae in a spreadsheet in view of the complexity of the analysis and the anomalies encountered.
- 1.7 The anomalies that were encountered during the analysis are explained in paragraphs 1.8 to 1.28 below.

Format change in Bank Statements

1.8 On 1 July 2008 the format of all the bank statements changed to one which no longer listed transactions in the order they occurred, but instead by size of the transaction on any particular day.

- 1.9 After enquiries, the Bank of Bermuda were unable to provide the timings of the transactions, therefore it was not possible to continue the FIFO tracing after 1 July 2008.
- Substantial transactions occurred after 30 June 2008 and in view of the impossibility of continuing with the FIFO basis as before, certain assumptions have been made which have given rise to a range of possible answers referred to in the tables above. The lower end results represent the outcome if all payments were made from non-BLMIS sourced monies. The upper end results represent the outcome if all payments, subject to the qualification noted in paragraph 1.12 below for KGF only, were made from BLMIS sourced monies.
- 1.11 The results at each end of the range of possibilities include all payments made during the period. Therefore, as stated in paragraph 1.4, the results set out in the summary represent the range of possibilities and the 'true' result will fall within the ranges given.
- 1.12 At 30 June 2008 the FIFO tracing indicated that the balance in KGF's account only comprised non-BLMIS sourced monies. Payments of approximately US\$290m were made during the period 1 July 2008 to 11 December 2008 to KML and redeeming investors, but KGF only received US\$100m from BLMIS during this period. Therefore, it is not appropriate to assume that all payments could have been made from BLMIS sourced monies. The realistic assumption adopted is that the maximum amount paid from BLMIS sourced monies at the upper end of the range of results is US\$100m, representing approximately 35% of the payments in that period.

Relevant Bank Accounts

- 1.13 KGF held a number of bank accounts at Bank of Bermuda ("BoB"). After reviewing each of them, it was apparent that all transactions involving BLMIS sourced monies occurred in its US\$ account, therefore this was the only account considered in the tracing analysis for KGF.
- 1.14 KEF also held a number of bank accounts at BoB. After reviewing them, it was apparent that all transactions involving BLMIS sourced monies occurred only in its US\$ account. KEF, however, also operated a Euro account which was used to receive and pay monies from and to investors and to pay fees to KML. Both the Euro and US\$ accounts were considered in the tracing analysis.

Determining the Correct Starting Point

- 1.15 Although the analysis began at 11 December 2002 (6 years prior to commencement of BLMIS bankruptcy), it was necessary to determine the composition of the cash balance held by each of the Funds in their bank accounts at that date in order to determine what proportions were BLMIS and non-BLMIS sourced.
- 1.16 This was determined by working backward through the receipts from 11 December 2002 until such point as these receipts totalled the cash balance in the account as at 11 December 2002. The source of these receipts leading up to 11 December 2002 was then examined and it was determined that none came from BLMIS. Therefore the cash balance in the accounts at 11 December 2002 only comprised non-BLMIS sourced monies.

Transfers made between bank accounts

Fund to Fund

- 1.17 Transfers occurred between KGF and KEF in instances where an investor wished to change the fund in which they were invested.
- 1.18 Due to the Funds each using a different currency to handle monies from investors, the transfers between KGF and KEF included a foreign exchange from US\$ to Euro, or vice versa. The rates at which the exchanges took place are disclosed in the bank statements for each account.
- 1.19 Because any transfer between the Funds could consist of BLMIS sourced monies, the tracing analysis had to be undertaken for both Funds, on all three relevant bank accounts, simultaneously to be sure that BLMIS sourced monies could be tracked through the accounts correctly. In each transfer, the proportion of BLMIS sourced and non-BLMIS sourced monies was maintained when the monies were received in the transferee account, notwithstanding the currency conversion.

Foreign exchange in Kingate Euro

- 1.20 KEF received subscriptions and paid redemptions and fees to KML from its Euro account, however it paid subscriptions to and received redemptions from BLMIS using its US\$ account. KEF, in anticipation of its future currency needs, entered into a number of foreign exchange futures contracts with BoB. The contracts were conducted via the bank accounts reviewed in this exercise (not via a separate foreign exchange futures account). The bank required that KEF always maintained a certain, but unknown, cash balance to support the contracts, however the source of this balance (BLMIS or non-BLMIS) was constantly changing.
- 1.21 There are therefore a number of credits and debits in KEF's accounts which reflect foreign exchange gains and losses. Some of these arise as a result of transactions based on monies identifiable as having been introduced by either subscribers or BLMIS and in such cases, gains or losses have been allocated between these sources accordingly.
- 1.22 We have allocated the €27,202,649.78 in profits arising on currency transactions to non-BLMIS sourced monies. The profits are cash profits and not accounting profits and should have been allocated between BLMIS and non-BLMIS sourced monies proportionate to the source of the monies that comprised the principal of the currency transaction in question. It would be overly burdensome, however, to calculate how these profits should have been allocated as it would require us to re-do the entire analysis from scratch.
- 1.23 The need to re-allocate these profits only affects KEF; so the tracing exercise has not been re-calculated. As with the format change in the bank statements already noted above, it is possible to analyse the effect of this error on the final results of the analysis on 2 different assumptions. As in paragraph 1.4 above, these different assumptions represent the extreme range of possible results:

Scenario 1 - all €27,202,649.78 is attributable to non-BLMIS monies and therefore all resulting payments were made from non-BLMIS sourced monies

Scenario 2 - all €27,202,649.78 is attributable to BLMIS monies and therefore all resulting payments were made from BLMIS sourced monies.

1.24 Scenario 1 is the basis on which the tracing exercise has been conducted so no amendment is needed to the results reported in the tables above to show the outcome of this scenario. However, Scenario 2 requires an amendment to the results in the tables above.

Overdrawn Position

- 1.25 There are instances in each account where payments were made which led the account to become overdrawn. In these cases, any payments or portion of a payment that caused an account to become overdrawn must have been paid from a facility in effect provided by BoB and therefore could not be considered to have originated from BLMIS monies.
- 1.26 When the next receipt or portion of a receipt entered the account, from whatever source, to cover the amount overdrawn, this was treated as having been paid to BoB to clear the overdraft.
- 1.27 The transactions that either lead to, or reduce or eliminate, an overdrawn balance been highlighted in the analysis with red text.

No Need for Detailed Payment Allocation at Certain Points

1.28 At points in the analysis, all BLMIS sourced monies had been spent and only non-BLMIS sourced monies remained in the accounts. We have not provided a detailed payment allocation analysis during these periods, as all payments to KML and to investors during these periods could only have been made from non-BLMIS sourced monies. The periods of time where no detailed allocation is provided have been marked clearly on the analysis - during these periods we have only shown the totals for redemptions paid and the various fees paid to KML.

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User Guide

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Column A

This column denotes the 1st date of each month included in the analysis.

Column B

This column categorises the nature of the transaction. When several transactions falling into the same category take place consecutively they have been summed on one row.

Columns C to E

These columns were used to perform the analysis of the sources of cash available in KGF's US\$ account. Column C shows all non-BLMIS sourced monies received and all subsequent payments made from these receipts. Column D shows all BLMIS sourced monies received and all subsequent payments made from these receipts. Receipts are shown with positive figures and payments are shown with negative figures. Column E was used to keep a running 'tally' through the analysis of which amounts of cash were available for use against payments. As each amount was used against a payment it was deleted from the tally, this is why this column is now blank.

Columns F to H

These columns were used to perform the analysis of the sources of cash available in KEF's Euro account. Column F shows all non-BLMIS sourced monies received and all subsequent payments made from these receipts. Column G shows all BLMIS sourced monies received and all subsequent payments made from these receipts. Receipts are shown with positive figures and payments are shown with negative figures. Column H was used to keep a running 'tally' through the analysis of which amounts of cash were available for use against payments. As each amount was used against a payment it was deleted from the tally, this is why this column is now blank.

Columns I to K

These columns were used to perform the analysis of the sources of cash available in KEF's US\$ account. Column I shows all non-BLMIS sourced monies received and all subsequent payments made from these receipts. Column J shows all BLMIS sourced monies received and all subsequent payments made from these receipts. Receipts are shown with positive figures and payments are shown with negative figures. Column K was used to keep a running 'tally' through the analysis of which amounts of cash were available for use against payments. As each amount was used against a payment it was deleted from the tally, this is why this column is now blank.

Columns L to AC

These columns simply contain a summary of the information contained in columns C to H detailing the sources of the various payment types.

Kingate Global Fund, Ltd. & Kingate Euro Fund, Ltd. Confidential - Subject to Confidentiality Agreement

Analysis of source of all payments to	KML (Management fees,	Load fees, Redempt	ion fees and Admin fees - Euro	ONLY)				
Kingate Global				Kingate Euro				
11 December 2002 to 30 June 2008				11 December 2002 to 30 June 200	08			
Year	Total fees paid to KML per bank statements	Portion paid from BLMIS \$	Portion paid from subscription \$	Year	Total fees paid to KML per bank statements	Portion paid from BLMIS \$	Portion paid from subscription \$	
2002 2003 2004 2005 2006	2,292,660 28,593,600 31,762,073 34,074,056 34,622,539	0 0 0 2,827,903 6,615,516	2,292,660 28,593,600 31,762,073 31,246,153 28,007,022	2002 2003 2004 2005 2006	548,329 6,834,483 7,652,215 8,506,056 7,508,134	0 1,543 614,012 1,403,261 643,424	548,329 6,832,940 7,038,203 7,102,795 6,864,710	
2007 2008	38,952,848 20,845,812	0	38,952,848 20,845,812	2007 2008	9,001,649 5,137,488	0	9,001,649 5,137,488	
Total KML Fee Payments \$	191,143,587	9,443,419	181,700,168	Total KML Fee Payments €	45,188,355	2,662,241	42,526,114	
Percentage		4.94%	95.06%	Percentage		5.89%	94.11%	
1 July 2008 to 11 December 2008 (re	efer to paragraphs 1.08 t	o 1.12 of the Tracing	Note)	1 July 2008 to 11 December 2008	(refer to paragraphs 1.08	to 1.12 of the Tracing	Note)	
KML Fee Payments \$	17,369,716			KML Fee Payments €	4,523,564			
11 December 2002 to 11 December 2	2008			11 December 2002 to 11 December 2008				
Lower end Total KML Fee Payments \$ Percentage	208,513,303	9,443,419	199,069,884 95.47%	Lower end Total KML Fee Payments € Percentage	49,711,919	2,662,241 5.36%	47,049,678 94.64%	
Upper end Total KML Fee Payments \$ Percentage	208,513,303	26,813,135 12.86%	181,700,168 87.14%	Upper end Total KML Fee Payments € Percentage	49,711,919	7,185,805 14.45%	42,526,114 85.55%	
				11 December 2002 to 11 December	er 2008 (refer to paragrapl	ns 1.20 to 1.24 of the	Tracing Note)	
				Profits €	27,202,650			
				11 December 2002 to 11 December	er 2008			
				Scenario 1) Total KML Fee Payments € Percentage	49,711,919	29,864,891	19,847,028 39.92%	
				Scenario 2) Total KML Fee Payments € Percentage	49,711,919	34,388,455 69.18%	15,323,464 30.82%	

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Kingate Global Fund, Ltd. & Kingate Euro Fund, Ltd.

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Analysis of source of all redemption payments to investors

Kingate Global

11 December 2002 to 30 June 2008

Year	Total redemptions paid per bank statements	Portion paid from BLMIS \$	Portion paid from subscription \$
2002	42,501,305	0	42,501,305
2003	383,431,070	0	383,431,070
2004	371,433,824	408,137	371,025,687
2005	455,039,957	78,242,837	376,797,120
2006	435,357,267	123,084,354	312,272,913
2007	543,589,093	0	543,589,093
2008	301,518,917	0	301,518,917
Total Redemption Payments \$	2,532,871,432	201,735,327	2,331,136,105
Percentage		7.96%	92.04%

¹ July 2008 to 11 December 2008 (refer to paragraphs 1.08 to 1.12 of the Tracing Note)

Redemption Payments \$ 272,974,527

11 December 2002 to 11 December 2008

Lower end			
Total Redemption Payments \$	2,805,845,959	201,735,327	2,604,110,632
Percentage		7.19%	92.81%
Upper end			
Total Redemption Payments \$	2,805,845,959	301,735,327	2,504,110,632
Percentage		10.75%	89.25%

Kingate Euro

11 December 2002 to 30 June 2008

Year	Total redemptions paid per bank statements	Portion paid from BLMIS \$	Portion paid from subscription \$
2002	7,707,374	0	7,707,374
2003	61,771,745	7,792,678	53,979,067
2004	84,144,489	3,923,550	80,220,940
2005	126,614,339	63,813,017	62,801,322
2006	75,963,174	4,407,638	71,555,536
2007	120,227,854	0	120,227,854
2008	42,415,653	0	42,415,653
Total Redemption Payments €	518,844,628	79,936,883	438,907,745
Percentage		15.41%	84.59%

1 July 2008 to 11 December 2008 (refer to paragraphs 1.08 to 1.12 of the Tracing Note)

Redemption Payments €

76.099.283

11 December 2002 to 11 December 2008

LOWEI CITA			
Total Redemption Payments €	594,943,910	79,936,883	515,007,027
Percentage		13.44%	86.56%
Upper end			
Total Redemption Payments €	594,943,910	156,036,166	438,907,745
Percentage		26.23%	73.77%

11 December 2002 to 11 December 2008 (refer to paragraphs 1.20 to 1.24 of the Tracing Note)

Profits €

27,202,650

11 December 2002 to 11 December 2008

Scenario 1)			
Total Redemption Payments €	594,943,910	107,139,533	487,804,377
Percentage		18.01%	81.99%
Scenario 2)			
Total Redemption Payments €	594,943,910	183,238,816	411,705,095
Percentage		30.80%	69.20%